SUPREME COURT OF THE UNITED STATES.

No. 69.

BANK OF THE UNITED STATES AND THE UNITED STATES,

vs.

JAMES B. BEVERLY, & AL.

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DISTRICT OF COLUMBIA, *to wit:*

The United States of America, to James B. Beverly, and Jane, his wife, William Ramsay, and Elizabeth, his wife, Hamilton and James Peter, heirs of David Peter, deceased, and George Peter, surviving executor of David Peter, dec'd.

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, now sitting in the City of Washington, in the District of Columbia, immediately, to answer the appeal from the decree of the Circuit Court of the United States for the District of Columbia, in the county of Washington, in a cause wherein the President, Directors and Company of the Bank of the United States, and the United States, are complainants in error, and you are defendants in error, to shew cause, if any there be, why the decree rendered in the above cause should not be corrected, and why speedy justice should not be done to the parties in this behalf.

Witness the Hon. W. Cranch, chief judge of the Circuit Court of the District of Columbia, this 13th day of February, 1841.

Service acknowledged.

JOHN MARBURY,
Sol'r. for D. Peter's heirs, Defendants.

Copy of Appeal Bond.

Know all men by these presents, that we, Richard Smith , all of Washington county, in the District of Columbia, are held and firmly bound unto James B. Beverly and William Ramsay, in the full and just sum of three hundred dollars, current money of the United States, to be paid to the said James B. Beverly and *and* William Ramsay, their certain attorney, executors, administrators or assigns, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 13th day of February, 1841.

Whereas, lately, at a Circuit Court of the United States for the District of Columbia, sitting as a Court of Equity for Washington county, in a case wherein the President, Directors and Company of the Bank of the United States, and the United States, were complainants, and James B. Beverly, and Jane, his wife, William Ramsay, and Elizabeth, his wife, Hamilton and James Peter, heirs of

David Peter, deceased, and George Peter, surviving executor of David Peter, dec'd, were defendants, a decree was rendered against the said complainants, and they having entered an appeal to the Supreme Court of the United States:

Now the condition of the above obligation is such, that if the said complainants shall prosecute their appeal to effect, and answer all damages and costs if they fail to make their plea good, then the above obligation to be null and void, otherwise to be and remain in full force and virtue in law.

R'D. SMITH. [SEAL.]

Signed, sealed, and delivered in the presence of.

Approved, W. CRANCH.

Copy—Test, W. BRENT, *Cl'k.*

Style of Court.

DISTRICT OF COLUMBIA, *ss:*

At a Circuit Court of the District of Columbia, begun and held in and for the county of Washington, at the City of Washington, on the fourth Monday of November, being the twenty-third day of the same month, in the year of our Lord one thousand eight hundred and forty, and of the independence of the United States the sixty-fifth.

Present, the Honorable William Cranch, Chief Judge; the Hon. Buckner Thruston, and the Hon. James S. Morsell, Ass't Judges; Alexander Hunter, Esq., Marshal; William Brent, Clerk.

Parties.

In the records of the proceedings of the said court, among others, are the following, to wit:

THE BANK OF THE UNITED STATES, and the UNITED STATES,
vs.
JAMES B. BEVERLY, and Jane, his wife, Wm. Ramsay, and Elizabeth, his wife, Hamilton and James Peter, heirs of David Peter, dec'd, and George Peter, surviving ex'r of David Peter, deceased.

Be it remembered, that heretofore, to wit, on the eleventh day of February, 1836, the said complainants, by F. S. Key, Esquire,

the solicitor, filed in court here their Bill of Complaint, in the words and figures following, to wit:

Bill of Complaint.

To the Honorable the Judges of the Circuit Court of the District of Columbia for the county of Washington, as a Court of Equity now sitting.

The Bill of Complaint of the President, Directors and Company of the Bank of the United States, in behalf of the said bank, and of the United States, and of such of the creditors of the estate of David Peter, late of Washington County, deceased, who shall come into court and contribute to the expenses of this suit, humbly sheweth: that in or about the year 1812, a certain David Peter, of Washington County aforesaid, died, having first made his last will and testament in due form, a copy of which (Ex't. A.—copied in page) is herewith filed, which your orator prays to have taken as part of this bill, and leaving Sarah Peter, his widow, and Jane Peter, since intermarried with James B. Beverly; Elizabeth, since intermarried with William Ramsay; George Hamilton Peter, James Peter, and William H. Peter, his children and heirs at law; which said Beverly and wife, Ramsay and wife, George H., and James Peter, your orator prays may be made defendants to this bill of complaint. Your orator states that the said widow and William H. Peter, one of the said heirs, are since dead; that the executors named in the said will, the said Sarah Peter, Leonard H. Johns and George Peter, qualified under the said will and undertook the duty of discharging the trust created by the said will; that the said testator left large personal and real estate, and the will directed how the same should be used and applied to the maintenance and education of the family, and the payment of his debts; and in the discharge of their duties, and endeavoring to conform to the directions of the testator, the said executors used and applied the principal part of the personal estate to the maintenance and education of the children, and attempted to dispose of the real estate designated by the testator in his will, for the payment of his debts. Your orators state that the testator's principal creditors at the time of his death were the banks in Georgetown, where he resided, and particularly the Bank of Columbia, the directors of which institutions, believing that the testator's estate was amply sufficient to pay his debts, did not think it necessary to interfere with the performance of the trusts of the executors, or to require the immediate payment of their debts by the dispositions of the personal estate for that purpose; but on the application of the executors and their representatives, that the city property left by the said will to be sold in aid of the land in Mont-

gomery county, wherein Dulin lived, would be sacrificed if then sold, they consented to indulge the said executors, and wait for their said debts till sales could be effected—no *obligation* being made to the course thus pursued by the other creditors, or the executors finding means to pay nearly all the other creditors, this indulgence was extended to great length; the land in Montgomery having been sold, but the executors not having been able to collect from the purchaser more that about one third of the purchase money, and the prices of city property being still greatly depressed, and the family and the executors still being unwilling it should *should* be sacrificed, and still hoping that a favorable change might take place in the value of such property, after some years of indulgence, and the death of the widow and the other executor, her brother, Leonard H. Johns, the surviving executor, George Peter, advertised the said city lots for sale some time in the year 1827 or 1828, when the said heirs of David Peter filed a bill and obtained an injunction to prohibit the said sale, on the ground that the executors had paid the said debts to the bank by their own substituted notes; so that the heirs conceived themselves entitled to hold the testator's property, and leave the executors to pay the debts out of their own means, or leave them altogether unpaid; this strange *strange* abuse of an indulgent arrangement made for their benefit has hitherto kept the property from sale, but a recent decision of the Supreme Court has dissolved the injunction thus obtained, and dismissed the bill of the heirs; by this decision, also, the power and duty of the surviving executor to sell the trust property for the payment of the debts is determined, and there is now no obstacle to the said executor's proceeding to sell the city lots, and repossess himself of the land sold in Montgomery, and make sale thereof as soon as practicable, for the balance of the purchase money and interest due thereon.

Your orators state, that from the *lessee* of time during this long indulgence, and the subsequent legal proceedings, and the accumulation of interest thereon, it is manifestly impossable, judging from the assessed value of the city lots and the land in this district, and the farm in Montgomery, that the monies now due to your orators, from the said estate, can be made from the sales thereof; but that a large balance will necessarily remain due after exhausting the trust property, designated by the will for the payment of debts. And as the heirs have *heard* from the executors, in their execution of the trust imposed on them, all the benefit of the personal property to themselves, and have still all that may have remained of said personal property, after its application by the executors to the payment of other creditors, and to the maintenance and education of the heirs, it is just, and lawful, and necessary, that the other real estate of the testator, consisting of houses and lots in Georgetown, and lands in Montgomery county, Maryland, and land in this District, should be sold under the authority of this honorable

court, or as much thereof as necessary, and applied to the payment of the debts of the testator. Your orators state, that by an assignment from the Bank of Columbia to your orators, for the benefit of the Bank of the United States, and of the United States, to whom the said Bank of Columbia was indebted, the debts due from the deceased estate, with assets and debts of the said Bank of Columbia, have become the right and property of your orators; who also having paid the debt to the Union Bank of Georgetown, relieve the property on which an execution for said debts had been levied, hold an assignment of the same, and they exhibit herewith a statement shewing the amount of your orators' claim on said estate, (marked Ext. B.); which they pray may be taken as a part of this bill.

And your orators further show, that recently, to wit, on the day of March, in the year 1836, the said heirs of the said David Peter, by their indenture, (a copy of which is hereby exhibited, marked C., copied in page ,) bargained, sold, and conveyed certain parts of the real estate of which the said David Peter died seised, lying and being in Montgomery county and State of Maryland, and in the District of Columbia, not designated as aforesaid, for the payment of debts, to John Marbury, of Georgetown aforesaid, in fee simple, in trust to sell and dispose of the same, upon the terms and for the uses and purposes in the said deed set forth and declared.

And your orators further shew, that the said John Marbury, having accepted the said deed, and taken upon himself the trust thereby created, hath advertised all the said real estate in the said deed mentioned and described, lying and being in Georgetown and Washington county aforesaid, and purposes to sell the same, by virtue of the said deed, some time about the fifteenth day of April, the month, on the terms, and for the purposes in said deed mentioned.

Your orators, therefore, pray, that the said George Peter, surviving executor of said David Peter, James B. Beverly, and Jane, his wife, William Ramsay, and Elizabeth, his wife, George H. Peter, James Peter, and John Marbury, trustee as aforesaid, may be made defendants to this bill of complaint; that subpœnas may issue commanding them to be and appear before your honors, and on their corporal oaths make true and distinct answers to all and singular the matters and things stated and charged herein,—and that as fully and particularly as if the same were again repeated, and they and each of them distinctly and separately interrogated thereto; and that they state which real estate in the District of Columbia the said testators died seised of. And your orators claim, that as the personal estate of the said testator has been applied to the use and benefit of the heirs by the executors, in the fulfilment of the trust created by said will, as directed by the testator, that the real estate of the said testator, or the proceeds thereof, as may

be necessary, should be applied to pay whatever balance may remain due to your orators, and the other creditors of the said estate, after selling and applying to that purpose the proceeds of the city lots and the aforesaid land in Montgomery county, Maryland, upon such terms and in such way as your honors may direct. Your orators, therefore, pray, that the said John Marbury may be ordered to bring into your honorable court, or retain in his own hands, all the proceeds of the said real estate so conveyed to him, and by him advertised and about to be sold, after the payment of the expenses and commissions in the said deed provided to be paid, for the execution of the trusts of the said deed,—to remain in your honorable court, or in the hands of the said John Marbury, subject to the order of your honorable court in the premises. And may it please your honors, to order so much of the proceeds of the said sales, so by the said John Marbury to be made and effected, whenever the same are so made and effected, to be applied to the payment of such balance as shall remain unpaid after the sale of the said city lots, and the said farm in Montgomery county, on which Dulin lived, shall have been sold by the said surviving executor of the will David Peter, and the proceeds thereof applied; and that your honors would enjoin the said John Marbury not to pay over and part with the said proceeds of the said sales, without this further order of your honorable court in the premises; and grant your *honors* such other and further relie*ve* in the premises, as to your honors shall seem right and equitable. And they will pray, &c.

F. S. KEY, *for Complt.*

Whereupon, subpœna issued as prayed, returnable the first Monday in March; when the Marshal of the District of Columbia, to whom the same was directed, returned to the court here that he had summoned William and Elizabeth Ramsay, and James Peter, who appear in court here by John Marbury, Esquire, their solicitor:

Whereupon, the said parties, by their solicitors aforesaid, file in court here the following agreement, to wit:

Agreement of Counsel.

It is agreed by the parties in this cause, by their counsel, that the Bank of the United States and George Peter, who claim to be creditors of the estate of the late David Peter, for a balance of debt which may remain to them after the application of the trust estate provided in the will of the late David Peter for the payment of his debts, shall, if such balance be established against the defendants, the heirs and devisees of David Peter, as to so much of David Peter's real estate as is conveyed to John Marbury, by deed filed as an exhibit with complainant's bill, look to the proceeds of sales of said real estate so conveyed to the said John Marbury, in lieu and stead of the said real estate itself.

It is further agreed, that as soon as the purchase money of said real estate shall become payable and be collected by said John Marbury, he shall invest the same in his own name, as trustee, in Pennsylvania State stock, bearing interest at the rate of five per cent., first deducting therefrom the necessary expenses, taxes due on the said property, to the day of sale, and the commissioners provided for in the said deed; the whole of the proceeds of the said sales, after such deductions made, to be subject to the order and decree of this court in this cause for the disposal thereof, whether the said order or decree be for the payment of debts due from the said estate of David Peter to the Bank of the U. States, or to George Peter, or other person, or from the said heirs and devisees, or either of them, to the said Bank of the U. States, or George Peter, or either of them, on account of any portion of the personal estate of said David Peter, used or retained by them severally; provided, also, that it is the true intent and meaning of this agreement, that the part, portion or interest of each of said heirs and devisees, should be responsible only for so much of the claims and debts of said heirs and devisees, to said Bank of the U. States, or George Peter, as he or she shall be personally responsible for—and that no one shall be held or deemed responsible for any other than him or herself.

It is further agreed, that the Bank of the U. States, or George Peter, or either of them, by themselves or their agent, may stop or postpone the sale of any portion, or the whole, of the property advertised for the 15th inst., or any future attempted sale of property so conveyed to said John Marbury, if they, or either of them, should be dissatisfied with the prices bid, or offered, for said property, or any portion thereof; provided, however, that all the said property shall be sold during the present year, unless the said Bank and George Peter consent to further delay.

It is further agreed, that the three story brick house and lots appurtenant in Washington City, set forth in said deed to John Marbury, as devised in trust for William H. Peter, shall be sold jointly by the said John Marbury and the said George Peter, sen'r, ex'r. of David Peter, and upon the terms mentioned in the deed to said John Marbury; and that the proceeds of the sale of the said house and lots appurtenant, after deducting expenses and taxes, shall, when the same becomes due and is collected, be invested by the said John Marbury and George Peter in their joint names as trustees, in five per cent. stock of the State of Pennsylvania, to abide the order of this court for the disposal of the same. The said John Marbury to charge no commission on the proceeds of said sale, if the court shall be of opinion that the said house and lots appurtenant, be part of the real estate of David Peter; and the said George Peter to have no commission on the proceeds thereof, if the court be of opinion that the same is the property of the estate of William H. Peter, deceased.

It is understood and agreed, that nothing herein contained is to be taken, to amount to an admission by the defendants, the said heirs and devisees, or either of them, that any debt is due from them, or either of them, to the said complainants or the said George Peter; or to prevent them, or either of them, from having the benefit of the statute of limitation, by plea or answer, or any other defence, legal or equitable, against the enforcement of the claims of the complainants, or George Peter, except that the said defendants, the said heirs and devisees, do hereby waive any exception to the jurisdiction of the court, as to the personal estate in this agreement mentioned.

F. S. KEY, *for U. S. Bank.*
JAS. DUNLOP,
Solicitor and Trustee for Geo. Peter.
JOHN MARBURY,
Solicitor for heirs and devisees and himself.

April 12th, 1836.

Whereupon, the said cause was regularly continued at rules until the fourth Monday of November, in the year of our Lord one thousand eight hundred and thirty-six, when the following joint and several answer to the aforegoing bill of complaint was filed, to wit:

Answer of Beverly and wife, Ramsay and wife, and G. H. Peter.

The answers, joint and several, of James R. Beverly and Jane his wife, William Ramsay and Elizabeth, his wife, and George Hamilton Peter, defendants to the bill of complaint of the President, Directors and Company of the Bank of the United States.

These defendants, now and at all times hereafter saving and reserving to themselves all and all manner of benefit of exception and advantage that may be had or taken to the many errors, irregularities, imperfections and defects in the complainant's said bill of complaint contained, nevertheless, for answer thereunto, or unto so much thereof as they are advised that it is at all material or necessary for them to make answer unto, they answer and say: that they admit it to be true that the said David Peter, in the complainant's said bill of complaint mentioned, did die, as is therein stated, having first made, in due form of law, his will, as therein set forth; leaving the widow and children, as averred, who have since intermarried, as therein set forth; and these defendants admit that they are the heirs at law and devisees of said David Peter, as is alleged; and they admit that the said executors did prove said will, and assumed upon themselves the due execution thereof; and they admit that the said testator left a large real and personal estate—but they do not admit that any considerable amount of the said personal estate was employed in the maintenance and support of the family and children of said testator.

And these defendants, further answering, say, that protesting

against their, or any of them, being liable to answer to such parts of complainant's said bill, as alleges any debts due from said testator to the Bank of Columbia, or any other party, at the time of his said death; and protesting, further, that they have no knowledge of any application being made to said Bank of Columbia, or any other pretended creditor, or any representations made, as alleged in said bill; of all, and each of which they require that said complainant shall make full and perfect proof, if the same be at all material for him to make out; nevertheless, they do say that if the said David Peter was, in fact, at the period of his death, indebted, as is charged—and if said debts never have been paid, which these defendants do in no wise admit—the said debts were due from the said David at the period of his death, which occurred in the year 1812, or very shortly after, since which time, and before the filing of the complainant's bill in this cause, more than twenty years have elapsed; and these defendants plead the said lapse of time, and the statute of limitations, as a full and complete bar against the claim of said complainants against these defendants, as the heirs or devisees of said David Peter, and against any property or estate which they, or either of them, may have or possess as such heirs or devisees; and they pray of this honorable court to grant them the full protection and benefit of the said statute of limitations and length of time, as fully as if the same had been pleaded in the most precise and formal manner.

And further, these defendants, and each of them, say, that if any such contract or arrangement was in fact made between said executors and said Bank of Columbia, which they do not know, and, therefore, do not in any wise admit, but, on the other hand, explicitly deny; these defendants are advised that the same can, in no wise, impair or effect the rights or interests of these defendants, or any, or either of them, because said executors have no authority to bind them by any such arrangement. But these defendants demand and require full proof of such alleged arrangement, by whom it was made, and when; what were its precise terms and stipulations; who were parties to it; and that said complainants do produce and exhibit all and every the evidence of said pretended agreement, and the authority under which the same was executed.

And these defendants, further answering, say, that they have good reason to believe, and do therefore aver, that at the death of said David Peter, the personal estate of said testator, which did come, or by proper and due diligence on their part would have come to the hands of his said executors, was amply sufficient to pay all his debts, had the same been properly collected and rightfully applied; and they are advised, and therefore insist, before your honors, that the real estate of said David Peter, unless speedily subjected by him to the payment of debts, can only be made liable to suit debts to the extent of the deficiency of the personal

assets; and they are further advised, and therefore insist, that the said executors of said testator had no power or authority, either under said will or by law, to make any contract or agreement by which the real estate of the testator, and which descended, or was devised to these defendants, could be substituted in the payment of any debts in the room and stead of the personal property, or become liable beyond the amount of the deficiency of said personal assets; and they are further advised, and insist, that said executors had no authority to enter into any arrangement, or to make any disposition of the personal estate, so as to throw a greater degree of incumbrance upon the real estate.

And these defendants further say, that the said executors, or some of them, did effect a sale of the property mentioned in said will, and known as the *Dalia* farm, but they are wholly ignorant of and therefore cannot admit, and on the other hand not believing, they peremptorily deny that the said executors or any of them, applied for any indulgence to the Bank of Columbia, or made the representations charged in the bill, and that in consequence of such application and representations the said bank consented to indulge said executors, and wait for their debt until sales could be effected; and while these defendants protest against being in any way, or to any extent implicated or bound by such application and representation and consent, if in fact any such existed, they do claim at the hands of your honors, that the same, and every particular and detail thereof, shall be fully proved by competent testimony before any weight shall be allowed by your honors, to what these defendants believe to be false and groundless assertions. And these defendants deny that said executors were unable to collect from the purchaser of the *Dalia* property, more than a third of the purchase money, but they aver and are ready to prove, that the most unwarrantable and illegal negligence and omission on the part of said executors, alone prevented the recovery in proper time of the full amount of the purchase money of said property; that in the first place, the said executors *plead* the purchaser in possession of said land, or suffered and permitted him to go into such possession, without paying or adequately securing the payment of said purchase money; that the notes taken for the same, were an insufficient security for the same, and no prudent man in the management of his own concerns would have consented, and in the management of the concerns of others had no right to receive merely personal security, for such an amount of purchase money for a valuable real estate; that after receiving said notes from the purchaser, it was the bounden duty of said executors to enforce the payment thereof by all legal means, and to have compelled the surrender of the property sold in case of default; but said executors, grossly negligent of, and inattentive to the interests of these defendants committed to their charge, suffered the same notes to lie without any effective means to compel the payment, until a recovery was barred by the statute of limitations, and until

the parties thereto became insolvent and unable to pay the same, and they have failed and omitted to re-enter upon or recover possession of the real estate so sold, or to reserve and retain the control over the same, so that the proceeds of said real estate might be made available to the benefit and interest of these defendants; and these defendants aver and say, that the pretences which have been set up by said executors, and particularly by the surviving George Peter, for these acts of omission, and this culpable omission, are wholly gratuitous and unfounded. It has been averred and insisted that all these defendants, and particularly this defendant, James B. Beverly, was cognizant of the alleged agreement and arrangement between said executors, and said Bank of Columbia, and assented to and confirmed the same, and that they, and he especially, were the parties to whom the consequences of the failure to recover the land or its proceeds in Montgomery County are to be attributed, and the consequences visited upon these defendants. Although these assertions have been made with a positiveness which seems to have commanded assent, yet these defendants utterly deny the same, and which they protest, that ever if sustained by proof, these defendants being all young minors, at the time of the death of their father, and the said Beverly wholly unauthorised to bind any one, excepting himself, and incompetent of himself to alien, or incumber even the interest of his wife in the real estate, these defendants submit to the court, that said complainants shall verify the whole of said allegations by proof; and they do for themselves aver, that at the death of said testator, their father, this defendant, Jane Beverly, was only eleven years of age; that this defendant, Elizabeth Ramsay, was eight, William Peter six, George H. Peter three, and James one; that if any such arrangement was made with said Bank of Columbia, it was made in the year 1812, or early in 1813, when none of said defendants were competent to bind themselves by their acts, or by omittion to act; that at the time of the institution of the chancery proceeding mentioned in said will in 1829, the said defendants, Jane Beverly and Elizabeth Ramsay, were femes covert, having both of them married while they were infants and under age; and the said Wm. Peter and James were at that time minors, and prosecuted said suit by their next friend; these defendants are advised, and therefore insist before your honors, that none of them were, or could be legally bound in any matter relating to their interests or estate, particularly in reference to the real estate now in controversy; and they further say, that the said sale of the farm in Montgomery to Magruder, was made as early as June 1813, and the last instalment of the purchase money therefor became due on the 1st January, 1816, when measures ought to have been taken to enforce the payment thereof; that these defendants, James B. Beverly and Jane Beverly, intermarried in May, 1819, up to which period he had no knowledge of, or interest in said property, nor did he in any way intermeddle with the concerns of the estate;

that upwards of six years had elapsed since the death of the said testator, prior to the said marriage, and during this period the acts of negligence and omission of which these defendants complain had been committed; that said Beverly resided with his mother-in-law for a very short time, six weeks after his marriage, when he went to house-keeping, and after an interval of some years prior to his removal to Virginia, about two months, at the instance of his said mother-in-law, he did, as her agent and subsequently as the agent of the guardian of the minor heirs, interfere for a very short time in collecting the rents of the real estate, but be unequivocally denies that he ever assumed upon himself the control or management of the proceedings in Montgomery, against Magruder, tho' he was present at the trial and lent his assistance, but assents that he had long urged and continued to press these proceedings upon the executors before they would institute them, and he denies that he otherwise interfered with these proceedings, than to urge their institution and prosecution, and on behalf of Mrs. Peter, during her life, particularly to act for her in relation to the same; and further these defendants say that they never were able to acquire any information, and never did, of the complicated affairs of the estate which would have enabled them, had they been otherwise competent, to bind themselves, much less to bind others in relation to the said property. That they were first induced to look into and examine the matter, when the said Bank of Columbia, and Bank of the United States, in 1827, filed their bill of complaint in this Honorable Court, against these defendants and others, for the purpose of establishing their claim and obtaining a decree for the sale of the real estate, descended and devised to these defendants by the said testator, and these defendants promptly answered the same, and endeavored to bring the same to a hearing; but after much delay the same bill was finally, by the order and decree of your honors, dismissed with costs; and these defendants pray that the proceedings in said cause, and particularly the answers filed on their behalf, and the decree of your honors in the premises may be taken as part of this their answer, and that they and each of them may have all the benefit and advantage thereof, as if the same had been formally pleaded in law of the present bill, and of the relief therein prayed; and these defendants further answering say, that the proceeds of the personal estate, whereof said testator was possessed, and the rents and issues of the real estate whereof he died seised, were not fully and faithfully applied to the family of said testator, but that much more might have been received with ordinary diligence and attention, and that considerable sums have been received of which no account has been rendered; and these defendants further answering say, that if any agreement was ever made by, and between the executors and the said Banks, which however they by no means admit, but wholly deny, the same by its terms confined the said bank and each of them to the trust estate,

which by the terms of said testator's will was alleged to be specifically applicable to the payment of said debts, and it did not, nor did it purport so to do, nor were the said executors competent to make any agreement by which said debts, real or pretended, should be kept alive against these defendants or any of them, and they and their property made responsible for the same, more than twenty years after the death of the testator; and these defendants further say, that if by the terms of said bill, any particular portion of the real estate of said testator was specifically subjected to the payment of his debts, in lieu of or contemporaneously with the personal property, that it is primarily the Dulin farm, and in aid of that so much of the city property of testator, as may be sufficient to supply the deficiency; and these defendants are advised that until the proceeds of the Dulin farm are first ascertained by a complete and final sale, and the amount of the deficiency from that quarter ascertained, no authority arrises to sell and dispose of any portion of the city property under said will; and that prior to the ascertainment of the deficiency of that fund, any sale of the said city property is unauthorised by said will; and further, that under such construction of the said will, the said complainants having made such an agreement as is alledged, have entirely absolved all the residue of said real estate of said testator, from any and every liability or responsibility for or on account of said pretended debts, or at least the property specifically appropriated must be completely exhausted, before the relief prayed by complainants can equitably be granted; and they deny that they have had from the said executors, in the execution of the trust imposed on them all the benefit of the personal estate, and they deny the right or authority of this Honorable Court, to decree a sale of property situated in Maryland; these defendants admit, that George Peter, the surviving executor of D. Peter, did some time in the year 1828, advertise the city lots belonging to the estate of said D. Peter for sale, with the avowed purpose of applying the proceeds thereof to the payment of said alleged debt of the complainant, and that these defendants did apply to your Honorable Court, and obtained an injunction to stay said sale, which was afterwards continued by an order of court until the said executor should account for the estate, which had come to his, and the hands of his co-executors to be administered, and which ought first to have been applied to the payment of any debts due by said D. Peter at the time of his death.

These defendants aver, that before the said advertisement and before the filing their said injunction bill, the complainants filed a bill in your honorable court against these defendants, alleging the existence of the said debt, and praying a decree to sell said city lots, and other real estate, of which said D. Peter died seised, for the payment thereof. Which said bill these defendants promptly answered, and urged that the said complainants would bring their said

cause to trial, which they refused to do, but abandoned the same, and the suit was dismissed as aforesaid. These defendants did verily believe, and do now believe, that the said executors either did receive, or with common and ordinary diligence, ought and might have received from the real and personal estate of the said D. Peter, committed to them for administration, independent of the city lots, ample funds to pay all the debts owing by him at the time of his death; that they received large sums of money for which they have never rendered any account; that the purchase money for which the Dulin farm was sold, was lost by their gross neglect and want of ordinary care in the management of the trust, which they assumed to perform, and for which, in justice and equity, they ought to have been made personally answerable; and therefore, these defendants resisted the attempt to sell the said lots, by said George Peter, at the instance of the complainants, after they had refused to bring their claims to a trial before your honorable court, in the manner before stated.

These defendants refer to a list of the real estate, of which the said D. Peter died seised, which is filed by the defendant, John Marbury, as part of his answer, and pray that the same may be taken as part of this, their answer; they acknowledge the execution of the deed to said John Marbury, and for the purposes stated in the complainant's bill of complaint.

The defendant Beverly avers, that he did not become interested in the estate by intermarriage with the defendant, Jane Beverly, until nearly seven years after the death of David Peter; and farther, that no part of his personal estate ever came into his possession since his said intermarriage; that if any part of it ever came into the possession of his wife, Jane Beverly, prior to his marriage, which he does not admit, it was very inconsiderable indeed; but on the contrary he avers, and is ready to verify, that the personal estate continued in the possession of the executors, and principally of the executor George Peter, by whom it was used, wasted and otherwise disposed of.

J. B. BEVERLY.
MARBURY,
for Ramsay & Wife, and Hamilton Peter.

FAUQUIER COUNTY, *State of Virginia, to wit:*

On this 31st day of October, in the year 1836, personally appeared James B. Beverly, one of the defendants named in the aforegoing answer to the bill of complaint of President and Directors of the Bank of the United States, before the subscriber, a justice of the peace in and for the county aforesaid, and made oath on the Holy Evangely of Almighty God, that the matters and things set forth and contained in the said aforegoing answer are true, when

stated as *if* his own knowledge, and when as of the information and knowledge of others, he believes them to be true.

Given under my hand the day and date above written.

ROB. E. PEYTON.

James Peter and Elizabeth Ramsay's death sugg'd.

The said cause was regularly continued at rules until the first Monday in December, in the year of our Lord one thousand eight hundred and thirty-seven, when the said complainants, by their solicitor aforesaid, suggests to the court here, that after the last continuance, and before this day, James Peter and Elizabeth Ramsay, two of the defendants in this cause, departed this life, and the same is not denied; whereupon the said complainants, by their said solicitor, filed in court here the following bill of revivor against the heirs of the said James Peter and Elizabeth Ramsay, in the words and of the tenor following, to wit:

Bill of revivor.

Humbly complaining, sheweth unto your honors, your orators, the President and Directors, and Company of the Bank of the United States, in behalf of the said Bank and of the United States, and of such of the creditors of the estate of David Peter, late of Washington, deceased, who have, or who shall come into court and contribute to the expenses of this suit, on or about the eleventh of February, eighteen hundred and thirty-six, exhibited their bill of complaint in this honorable court, against Jane Peter, before then intermarried with James B. Beverly; Elizabeth Peter, before then intermarried with William Ramsay; George Hamilton Peter and James Peter, children, and heirs at law of David Peter, late of Washington county, deceased, and against said James B. Beverly, John Marbury, trustee, William Ramsay, George Peter, surviving executor of David Peter, and stating the matters and things therein contained, and praying in such manner as will appear by reference to the same, which, together with the exhibits and papers filed therewith, your orators pray may be made a part of this their bill.

Your orators further state, that on or about the twentieth of June, eighteen hundred and thirty-six, it was agreed by and between your orators and the defendants in this suit, (which agreement was filed and is now record in this honorable court,) "that your orators and George Peter, who claim to be creditors of the late David Peter for a balance of debt, which may remain to them after the application of the trust estate, provided in the will of the late David Peter, for the payment of his debts, shall, if such balance be established against the defendant, the heirs and devisees of David Peter, as to so much of David Peter's real estate as is conveyed to John Marbury by deed, filed as an exhibit with complainant's bill, look to the proceeds of sales of said real estate, so conveyed to the

said John Marbury, in lieu and stead of the said real estate itself," together with other matters and things therein contained.

Your orators further state, that on or about the third of November, eighteen hundred and thirty-six, James B. Beverly and Jane, his wife, William Ramsay and Elizabeth, his wife, and George Hamilton Peters, defendants in the aforesaid suit of your orator, made their joint and several answers, in which are set forth the matters and things therein contained, and which will fully appear by reference thereto.

And your orators further shew, that since the filing of their aforementioned bill of complaint, James Peters, one of the aforesaid defendants, has departed this life, leaving Susan Henrietta Peter, his widow, and Sarah Johns Peter, John Calhoun Peter, and Francis Henry Bolton Peter, his children and heirs at law; whom your orators pray may be all made defendants to this their bill.

And your orators further shew, that since the period last mentioned, Elizabeth Ramsay, another of the defendants to said bill of complaint, has departed this life, leaving William Wadsworth Ramsay, Andrew Douglas Ramsay, David Peter Ramsay, Marion Ramsay, Allen Ramsay, William Ramsay, her children and heirs at law; whom your orators also pray may all be made defendants to this their bill.

Your orators are advised that the said suit, having become abated by the death of the aforesaid James Peter and Elizabeth Ramsay, they are entitled to have the same revived against the said defendants, and against the widow and children of James Peter, and against the children of the said Elizabeth Ramsay, and to have the cause put in the same state and condition it was in previous to, and at the time of the death of the parties beforementioned.— To the end, therefore, that the said bill, answer, and other proceedings thereupon had, may stand revised against the said defendants, and be in the same plight, state and condition as the same were in at the time of the abatement thereof; may it please your honors to grant unto your orators, the United States writ of subpœna, to be directed to the said defendants, commanding them respectively at a certain day, under a certain pain therein to be limited, personally to be and appear before your honors in this honorable court, then and there to show cause, if cause there be, why such a suit and proceedings so abated as aforesaid, should not be revised and in the same plight, state and condition be as the same were at the time of the abate thereof, and that your orators may be further relieved in all and singular the premises, as to your honors may seem meet and their case may require; and your orators shall ever pray, &c. &c.

F. S. KEY.

Thereupon the said cause was regularly continued at rules until the first Monday of June, in the year of our Lord one thousand eight hundred and thirty-eight, when John Marbury, Esq. filed in court here his answer to complainants' bill in form following, to wit:

Answer of John Marbury.

The answer of John Marbury, one of the defendants, to the bill of complaint of the President, Directors and Company of the Bank of the United States:

This defendant says he has been informed, and believes it to be true, that David Peter, mentioned in the said bill, died in the year 1812, having first made and duly executed the last will and testament, a copy of which is filed by complainant, and marked exhibit A., leaving the widow and children, who are mentioned in said bill of complaint; with respect to the personal estate of the said David at the time of his death, and the administration thereof by the executors, this defendant has no personal knowledge or information, saving that which has been gathered from the official documents in the Orphans' Court; this defendant, also, disclaims any personal knowledge respecting the debts due from the said David, in his lifetime and at the time of his death, or of any agreements between the Bank of Columbia and the said executors for a settlement, or for indulgence in the settlement of the debt, if any, due from the said David to the said Bank at or about the time of his death. This defendant admits, that on the day of March, in the year 1836, the heirs or devisees of the said David, and the husbands of the female devisees, by their indenture, of record in the clerk's office of your honorable court, among the land records, did convey to this defendant a large real estate, the particulars of which may be seen and learned by reference to the said deed, and the record thereof, upon the terms and for the uses, trusts and purposes in said deed set forth; that this defendant accepted the said trust, and in pursuance thereof, he did sell, at divers times, the greater part of the said estate, on the terms and for the purposes designed to be accomplished by the said deed. And your orator herewith files a list of the property by him sold, shewing the prices for which the same sold, to whom and when, which he prays may be taken as part of this his answer,—the same is marked "I. M., No. 1." This defendant, also, files herewith an account, shewing all the money he has received, on account of the said trust, and his disbursements for surveys, commissions, &c., exhibiting a balance in his hands of nineteen thousand nine hundred six dollars 40-100, marked I. M., No. 2, of this defendant, which is subject to the order of your honorable court in the premises.

JOHN MARBURY, *Trustee.*

Exhibit I. M., No. 1.

Georgetown, April 15th, 1836.

I hereby certify, that I have this day sold, at public auction, the property described in the annexed advertisement, on the terms and conditions therein stated, for the following prices, and to the persons whose names are affixed thereto, viz:

		pr. ft.				*Purchaser's Names.*
No. 1.	Lot No. 14, fronting on Bridge and Congress streets, 43 ft. 6 in. front on Bridge st., *a* - - - -	$75	00	$3,262	50	Jeremiah Orme.
" 2.	East part of lot 12, 21 ft. 6 in., front on Bridge street 120 ft. deep to an alley, *a* - - - -	46	00	989	00	Reuben Daw.
" 3.	West part of lot 12, 21 ft. 6 in. on Bridge street, 120 ft. deep to an alley, *a* - - - - -	46	00	989	00	Chas. E. Eckel.
" 4.	Lot No. 9, 41 ft. on Bridge street, 120 ft. deep to an alley, *a* - - - - - -	61	00	2,501	00	Joseph Ratclif.
" 5.	Part of No. 8, 20 ft. 3 in. on Bridge street, being the east part 1, 120 ft. deep to an alley, *a* - -	60	00	1,215	00	Robt. P. Dunlop.
" 6.	West part of lot No. 8, 21 ft. on Bridge street, 120 ft. deep to an alley, *a* - - - - -	57	00	1,197	00	Robt. P. Dunlop.
" 7.	Lot No. 5, 24 ft. front on High street, 100 ft. deep, north side of an alley, *a* - - - - -	17	25	414	00	John Pickrel.
" 9.	Lot No. 38, 40 feet on High street, 108 deep, *a* -	5	00	200	00	J. Beverly, for Gen'l W. [Smith.
" 10.	Lot No. 48, 40 ft. front on High street, 108 deep, *a*	7	50	300	00	J. Carter.
" 11.	Lot No. 71, 49 ft. 9 in. front on Water st., 120 feet deep, *a*	21	00	1,065	75	J. Carter.
" 12.	Lot No. 72, 28 ft. front on Water street, 120 ft. deep, *a*	20	00	560	00	J. Carter.
" 13.	Lot No. 58, 40 ft. on Congress street by 108 ft. deep, *a*	7	50	300	00	J. Carter.
" 14.	Lot No. 56, 40 ft. on Congress street by 108 ft. deep, *a*	5	50	220	00	W. Jewell.
" 15.	Lot No. 54, 37½ feet front on South street, *a* -	5	00	187	50	J. Carter.

		pr. foot.			Purchaser's Names
No. 16.	Lot No. 55, 37½ ft. on South street, *a* - -	$5 00	$187	50	Chas. J. Nourse.
" 17.	Lot No. 30, 37¼ ft. front on the Canal, south side, *a*	23 50	875	37½	Henry Hint and Chas. J. Nourse, by Wm. Hayman.
" 18.	Lot No. 19, north side of Canal, 37¼ feet from by 123 feet deep, *a* - - - - -	8 00	298	00	Rich'd Jones.
" 19.	Lot No. 25, 44 ft. 8 in. front on Congress street by 108 feet deep, *a* - - - -	30 25	1,425	16⅔	Ramsay.
" 20.	Lot 248, 80 ft. on High, and 80 feet on Fred'k street. Lot for - - - -		102	00	Tho's Corcoran.
" 21.	Billingsgate, about 5 acres, rented as fish stands. Sold for		501	00	W. Stewart.
" 22.	Peter Grove, containing about 8 acres, dwelling and out-houses. Sold for - - - -		9,000	00	J. Carter.
" 23.	Farm, situated on the Turnpike road, near J. A. Smith's, supposed to contain 100 acres, p. acre	69 00	6,900	00	Jesse Brown.
" 24.	Farm, about 62 acres, adjoining the land of J. A. Smith, east of the other farm, p. acre -	31 00	1,922	00	Rob't P. Dunlop & Tho's Corcoran.
" 8.	Lot No. 17, fronting 44⅔ feet on High street, by 108 feet in depth, p. ft. - - - -	14 75	658	83⅓	Capt. W. Ramsay.
			35,270	62½	
	A part of the Sugar Land farm, in Montgomery County, Maryland, to Gen'l George Rust, for		6,561	24	
			$41,731	86½	

361.

Exhibit I. M., No. 2.

The Estate of David Peter.

1836, March	20.	To cash paid postage on deed to Morton, - - - - -		80
" April	23.	To cash paid J. C. Wright, auctioneer,	$52	00
" "	30.	To cash paid search for partition deed, and id. pr. Creig, - -		50
" May	26.	To cash paid Wash. city tax for year 1836, - - - - -	4	03
" "	27.	To cash paid Langtree & O'Sullivan for adver'g, - - - - -	38	00
" July	15.	To postage on letter covering Rob. Peter's Will, - - -		24
" "	22.	To cash paid arrears of taxes on real estate, - - - - -	289	57
" "	"	To cash paid L. Carbery for survey,	61	62
" Oct.	20.	To cash paid G. & Seaton for adv'g house in Wash'n, - - -	7	65
" Nov.	5.	To cash paid for adv'g land in the Free Press, - - - -	3	50
" "	17.	To cash paid W. M. Stewart, for adv'g land, - - - -	5	25
1837, Jan.	19.	To cash paid G. & Seaton for adv'g land, - - - - - -	13	12½
" Feb.	14.	To postage on letter covering a deed,		20
" Mar.	22.	To cash paid Langtree & O'Sullivan for adv'g, - - - - -	11	25
" Apl.	2.	To cash paid Free Press, adv'g 2d sale, - - - - - -	3	50
" "	21.	To cash paid Wm. Cheswill, surveyor,	34	00
" May	15.	To cash paid Geo. Richards, adv'g land, - - - - - -	5	50
" "	"	To cash paid searches in Montg'y County, - - - -	2	07
" Dec.	5.	To cash paid adv'g sur. land in N. Int.,	8	50
1838,		To cash paid Susan Peter for taxes on land, - - - -	100	00
" May	28.	To cash paid Wash'n city tax,	1	80
		Com. at 3 pr. ct. on $38,722 32,	1,161	66
			1,804	76
1838, June	20.	Balance in the hands of Jno. Marbury, subject to the order of the court,	19,906	40
			21,711	16

Exhibit I. M., No. 2.

To JOHN MARBURY.

1836, April 27,	By cash of Tenney for bal. of rent			$6 25
May 2,	By cash of Joseph Ratcliffe 5 per cent. on - -	$2,501 00		125 05
" 4,	By cash of Jere. Orme -	3,262 50		163 12½
	By cash of John Pickrell -	414 00		20 70
	Reuben Daw -	989 00		49 45
	Ch. E. Eckel -	989 00		49 45
	John Carter -	11,438 00		571 92
	Rd. Jones -	301 50		15 07½
	Robt. P. Dunlop	2,291 40		120 60
	Ch. I. Nourse -	188 75		9 43
	Thos. Corcoran	102 00		5 10
	R. P. Dunlop -	1,879 37		93 96
	Jesse Brown -	6,697 44		334 87
	Wm. Jewell -	220 00		11 00
	Henry Hunt -	887 12		44 35
	Gen. Geo. Rust	6,561 24		329 05
				$1,949 38
Value of property actually sold, and for which purchasers have either paid or given their bond - -		$38,722 32		
1838, April 20,	By Cash of Jere. Orme -	1,750 00		
	Thos. Corcoran	108 57		
	H. Hunt -	471 86		
	Ch. Nourse -	200 92		
	Ch. Eckell -	739 55		
	R. Daw - -	700 00		
	Rd. Jones -	320 94		
	Jesse Brown -	7,129 25		
	John Pickrell -	440 69		
	Jos. Ratcliffe -	1,000 00		
	John Carter -	6,900 00		19,761 78
				$21,711 16

Answer of George Peter.

To the Honorable the Circuit Court of the District of Columbia, for Washington County, as a Court of Equity, now sitting.

The separate answer of George Peter to the bill of complaint of the President, Directors and Company of the Bank of the United States, in behalf of the said bank and the United States, and such of the other creditors of the said deceased David Peter's estate as should come into court and may be made parties to said bill, or to so much of the said bill as the said defendant is advised it is material and proper for him to answer to.

This defendant, for answer to the said bill, answers and says, that he believes the facts stated and charged in the said bill to be true, and therefore admits the same; and, for further answer to the said bill, begs leave to refer to the answer heretofore filed by this defendant, to a bill filed in this Honorable Court by J. B. Beverly and others, the heirs of the said deceased David Peter, and to the proceedings had in the said case, and prays that the same may be taken as a part of this his answer.

And this defendant, further answering, saith, that in addition to the amount reported to be due to him, by the auditor in the proceedings of the aforesaid cause before referred to, from the estate of said David Peter, there is a still further sum due, as appears by an account thereof herewith exhibited, (marked A,) which he prays may be referred to as a part of this his answer. This defendant also exhibits paper B, being an account of receipts and expenditures as executor, since the filing the answer referred to, and now prayed to be taken as part of this answer, estimate of estate uncollected and unsold. And this defendant submits himself to this Honorable Court, and to such decree in the premises as shall seem right and consistent with equity, &c. &c. &c.

F. S. KEY, *for Def't.*

STATE OF MARYLAND, *Montgomery County, to wit:*

On this 25th day of April, A. D. 1839, personally appeared before me, a justice of the peace, in and for the said county, the within named defendant, George Peter, and made oath on the holy evangelists of Almighty God, that the matters and things set forth in the aforegoing answer, so far as stated of his own knowledge, are true as stated, and that those stated as of the knowledge of others, he believes to be true.

Sworn before me, THOMAS C. LANNAN.

Exhibit A, referred to in George Peter's Answer.

George Peter, surviving executor of D. Peter, claims in addition to the sums heretofore allowed to him by the auditor in the former case, between the same parties referred to in his answer:

1st. Interest on the sums found due to him by the auditor, from the periods when they accrued and fell due, $.

2nd. The amount of his account heretofore filed with the auditor, and then suspended by him for further consideration, and which is now fully proved by the testimony taken in this cause in November and December, 1839, $.

3d. For the amount and value of the personal estate of the late David Peter, severally received by the heirs and representatives, with interest on the same from the time received, pursuant to the agreement filed in this case, $.

4th. For the further payments made by him on account of the estate, and proved in this case, $.

5th. From Captain Wm. Ramsay, amount lost on re-sale of house and lots bought by him at the sale, 24th May, 1836, and re-sold 11th December, 1838, and 18th May, 1839, $.

All of which the court is asked to require the Auditor in Chancery to examine and state.

E. E. *December 19th*, 1839.

Recapitulation.

Total receipts - - -	$13,076 02
Due and in suit on sales, May, 1836,	3,625 16
Due and to fall due on sales, 11th December, 1838 - - -	1,376 87
To fall due on sales, 18th May, 1839,	1,750 82
Unsold lands and lots, estimated at	5,500 00
	$25,328 87
Expenses and commissions, estimated at	3,856 66
	$21,472 21

Exhibit B, referred to in George Peter's Answer.

Account of receipts by George Peter, surviving executor of David Peter, on sales city lots, &c., since decision of the Supreme Court.

1836, April 16.	From proceeds of sales of negroes Jerry, Nancy, Ann, Robert, Kitty, Eveline, Harriet, Sam, Charity and Cornelia, replevied from James Peter, one of the sons of David Peter, in April, 1836, deducting expenses, marshal's fees, &c. - - -	$2,819 75
1836, May 25th.	From Charles Cumberland, $\frac{1}{5}$ purchase, lot 10, in square 12 - - -	15 00
28th.	From H. G. Johnson, $\frac{1}{5}$ purchase, square 188 - - - - -	41 54
June 4th.	From G. C. Hall, $\frac{1}{5}$ purchase, lot 5, sq. 5 -	51 48
June 16th.	From Wm. Easby, $\frac{1}{5}$ purchase city lots -	336 03
July 22d.	From A. B. McClean, on account of his purchase city lots, settled on reference to Judge Morsell - - -	473 25
	From C. Cox, $\frac{1}{5}$ his purchase on lot 10, in square 73 - - . -	23 81
	From J. C. Rives, $\frac{1}{5}$ his purchase city lots	162 27
July 28th.	From Mr. Upton, $\frac{1}{5}$ his purchase city lots	519 99
July 30th.	From Wm. Hayman, $\frac{1}{5}$ on his own and T. C. Miller's purchase city lots - -	395 30
Sept. 9th.	From Gen. A. Macomb, $\frac{1}{5}$ his purchase city lots - - - - -	266 38
Sept. 16th.	From Corporation of Washington, on lot 2, in square 9, less expenses - -	130 00
1837, May 29th.	Chs. Cumberland, 2nd payment on his purchase - - - -	31 80
Oct. 24th.	From Wm. Easby, principal and interest on note - - - -	729 25
Nov. 1st.	From B. O. Tayloe, amount his purchase, principal and interest - - -	180 49
20th.	From J. C. Hall, balance purchase money due by him - - - -	224 42
	From Gen. A. Macomb, on note on his purchase - - - -	580 71
25th.	From J. C. Rives, on his note, principal and interest - - - -	352 61
Dec. 8th.	From A. B. McClean, on account his purchase - - - - -	453 00

1838,		
January.	From C. Cox, balance his purchase -	$104 13
May 30th.	From A. B. McClean, balance his purchase	731 06
June 2nd.	From Chs. Cumberland, balance his purchase - - - - -	33 64
7th.	From Gen. A. Macomb, balance his purchase - - - - -	597 76
July 7th.	From Wm. Easby, on account of his purchase - - - - -	400 00
July 21st.	From J. C. Rives, balance his purchase and interest - - - -	366 71
July 25th.	From Canal Company, deducting expenses	482 22
Sept. 13th.	From Wm. Easby, balance purchase money and interest - - -	361 06
Nov. 12th.	From D. B. Morgan, $\frac{1}{5}$ purchase lot 13, in square 33 - - - $16 95 received on 29th May, 1837, and balance this day - 77 84	94 79
Dec. 17th.	From Jos. Smoot, cash payment on his purchase house and city lots, on 11th December, 1838 - - -	440 00
1839,		
May 21st.	From Rd. Elliott, cash payment on lot 7, in square 15, 18th May, 1839 - -	18 59
18th.	From Jas. Dunlop, amount his purchase city lots, 18th May, 1839 - -	685 13
May 23d.	From Wm. Fletcher, cash payment on lot 25, in square 16, 18th May, 1839 -	21 80
28th.	From F. Howard, cash payment on his purchase, 18th May, 1839 - -	54 51
29th.	From Wm. Easby, cash payment on his purchase city lots, 18th May, 1839 -	41 00
31st.	From H. Y. Johnson, on his purchase square 174, on the 11th December, 1838	180 00
June 4th.	From B. O. Tayloe, cash payment on his purchase city lots, on 18th May, 1839	276 54
Dec. 11th.	From Jos. Smoot, on account of his purchase on the 11th December, 1838 -	400 00
	Total receipts - -	$13,076 02

The whole amount received up to this time, December 19th, 1839, as the court will see, is not sufficient to reimburse to the executor the sums he is in advance for the estate, as reported by the auditor, and confirmed by this court and the Supreme Court of the United States, on appeal to them.

Account of the expenditures by George Peter, surviving executor of David Peter, on sales of city lots, &c.

1836,		
July 15th.	To cash for advertising sale in Metropolitan - - - -	$10 00
28th.	To John Cross, for services about negroes replevied - - -	20 00
	To Edward Dyer, for his services as auctioneer - - - -	25 00
Sept. 9th.	To W. W. Corcoran, for redemption of lot 2, in square 9 - - -	225 00
	To Key & Dunlop, legal fees for services for estate prior to 1836, agreed to be paid by James Kincaid - -	103 48⅔
Oct. 20th.	To Gales & Seaton, for advertising, -	18 75
29th.	To W. W. Corcoran, balance redemption lot 2, in square 9 - - -	64 38
Nov. 17th.	To A. Fuller, for room, porter and crackers at sale - - - -	8 00
1837,		
March 9th.	To W. W. Billing, for taxes on city property - - - -	50 42
June 10th.	Cash for fee bills, paid at Annapolis by F. S. Key - - - -	3 00
	To Blair & Rives, for advertising -	22 50
1838.	To cash paid solicitor's and counsel fees in Circuit and Supreme Courts United States, in case against Bank United States and Rd. Smith, in 1838 and 1839	350 00
April 28th.	To cash paid taxes for 1837 on unsold city lots - - - -	52 65
Nov. 11th.	To cash paid Jno. Cox, fees as commis'n	4 00
Nov. 23d.	To cash paid solicitor's and counsel fees, for preparing and prosecuting chancery suit, taking testimony and arguing cause in Montgomery County, Maryland, against Jno. A. Carter and George B. Magruder, relating to Dulin's land (now pending in Court of Appeals,) - - - -	250 00
1839,		
Mar. 26th.	To taxes paid for 1838 on unsold city lots	48 88
May 21st.	To Mr. Wait, in Montgomery, for advertising Dulin's land - - -	6 50
	To my commission at 10 per cent. on gross amount sales real and personal estate - - - -	

Dec. 1839, To Edward Dyer, for advertising and auctioneer's bill on sales 11th December, 1838 - - - -	$42 98
To E. Dyer, for advertising and auctioneer's bill on sales, 11th May, 1839,	18 32
Expenses, less commissions - - -	$1,323 78

Purchase money for city lots due and unpaid and in suit, Dec. 1839, to wit:

On sales 24th May, 1836, from Saml. Upton, on his two notes, - - - - - - - - -	$2054 00
From Wm. Hayman, on his two notes, - - -	1468 75
From T. C. Miller, on his two notes, - - -	102 41
	$3625 16

Purchase money on city property not yet due and uncollected, on sales 11th Dec., 1838, to wit:

From Jos. Smoot, on his notes, - - - - -	$1360 00
From H. Y. Johnson, - - - - - - -	16 87
	$1376 87

Purchase money on sales city lots not due and uncollected, on sales 18th May, 1839.

From George Lowry, - - - - - - - -	$109 01
From B. O. Tayloe, - - - - - - -	1106 18
From Wm. Easby, - - - - - - - -	164 03
From F. Howard, - - - - - - - -	218 04
From Wm. Fletcher, - - - - - - -	87 21
From Rd. Elliott, - - - - - - - -	66 35
	$1750 82

Statement of trust property still remaining unsold, Dec., 1839, and estimate of its value, to wit:

1st. The land called "Dulin's," in Montg'y county, Maryland. This is still in suit; a decree for the sale of it has been obtained in Montg'y County Court, against Jno. A. Carter and George B. Magruder, trustee of George Magruder, from which an appeal has been

taken to the Court of Appeals of Maryland, is there now pending. This land is supposed to be worth about	$4500 00
2d. City lots, which have been three times offered for sale, and still remain unsold for want of bidders, to wit: lots 17 & 18, in square 1; part of lot 1, in sq. 2; lot 1, in sq. 13; lots 16, 19, 21, in sq. 24; the whole estimated worth about - - - - - - - - -	1000 00
In all unsold, estimated at - - - - - -	$5500 00

Commission to take answers of Infants.

Commission to Jas. N. Allnutt, appoint guardian to take the answer of James Peter's heirs.

THE UNITED STATES OF AMERICA,

To James N. Allnutt, greeting:

Whereas, the President, Directors, and Company of the Bank of the United States, complainants, have lately exhibited their bill of complaint in the Circuit Court of the District of Columbia, for Washington county, against Sarah Johns Peter and John C. C. Peter, and others, defendants, and we have, by our writ, lately commanded the said Sarah Johns Peter and John C. C. Peter to appear at a certain day, now passed, to answer the said bill; but for as much as the said Sarah and John are minors, being under the age of twenty-one years, and cannot answer the said bill, or defend this suit, without having a guardian assigned in that behalf: Know ye, therefore, that we have given unto you full power and authority in pursuance of the special order of the said court, to assign and appoint a guardian for the said infants, and to take the answer of the said infants, by such guardian, to the said bill; and therefore, we command you, that at such certain day and place as you shall think fit, you go to the said infant defendants, and assign and appoint a guardian for the said infants, and take the answer of the said infants, by such guardian, to the said bill, on such guardian's corporal oath, upon the Holy Evangelist, by you to be administered—the said answer being fairly and distinctly written; and after you shall have so taken the said answer, you are to send the same, closed up under your seal, together with your certificate of your having assigned and appointed such guardian as aforesaid, and this writ, to the said court, at the city of Washington, in the District of Columbia.

Issued 1st March, 1838.

Test: W. BRENT, *Clk.*

Commissioner's return.

To the Honorable the Judges of the Circuit Court of the District of Columbia, sitting in Washington county, as a Court of Chancery.

I, James N. Allnutt, commissioner named in the preceding writ from the Circuit Court of the District of Columbia for Washington county, in the case of the Bank of the United States against Sarah Johns Peter and John C. C. Peter, and others, defendants, do certify: that, by virtue of, and in obedience to the said writ, I did go to the dwelling house of Mrs. Susan H. Peter, in Montgomery county, in the State of Maryland, where the said Sarah and John resided and then were, on the twentieth day of April, in the year 1838, and did then and there assign and appoint the Susan H. Peter, the mother of the said Sarah and John, guardian for the said Sarah and John; and did take the answers of the said Sarah and John, by their said guardian, to the bill of complaint of the said Bank of the United States, on the corporal oath of the said guardian, by me administered, on the Holy Evangelist of Almighty God; and the said answers having been plainly written, I do return the same to the Honorable the Judges of the Circuit Court aforesaid, with the said writ, and this my certificate of my having assigned and appointed a guardian as aforesaid, and taken the answers of the said Sarah and John as aforesaid.

In testimony whereof, I have hereunto set my hand and seal, this 20th day of April, in the year 1838.

JAS. N. ALLNUTT. [L. S.]

Answer of infants of James Peter.

The joint and several answers of Sarah Johns Peter and John C. C. Peter, infants, under the age of twenty-one years, by Susan H. Peter, their mother and guardian, two of the defendants to the bill of complaint of the President, Directors, and Company of the Bank of the United States:

These defendants, reserving to themselves, and each of them, every advantage of exception to the many untruths, errors, and other imperfections in the said bill of complaint contained, for answer thereunto, or to so much thereof as these defendants are advised is material for them, or either of them, to make answer to, they, answering by their said guardian, severally say—

That they are strangers to all and singular the several matters and things in the said bill of complaint contained, otherwise than that they have heard that David Peter, their grandfather, in the bill named, was seised of or entitled to several lands and *testaments*, and also possessed of a large personal estate; that the said

David Peter, having first made his last will and testament, died, as stated in the bill; that their father, James Peter, also named in the bill, hath departed this life intestate.

These defendants know nothing of the debt by the said complainants in their said bill demanded, and do not admit the same, or any part thereof, to have been owing by the said David Peter, in his lifetime, or chargeable on the estate devised by the said David to the father of these defendants.

And these defendants say, that if the said complainants ever had any cause of suit, debt, or thing in action against the said David Peter, in his lifetime, or their father, James Peter, in his lifetime, or against these defendants, or either of them, for or concerning any matters, transactions, or dealings in the said bill of complaint mentioned, the same did accrue or arise, and above three years before filing the said bill, and above three years before serving the said James Peter, their father, or these defendants, with any process to appear to and answer the same.

And therefore, these defendants do plead the lapse of time, and the statute of limitations in such cases made and provided, and now in full force in Washington county, in the District of Columbia, and pray the benefit of the said *of the said* act of limitations, in bar of any such pretended debt, claim, or demand.

And these defendants, being infants of very tender years, submit themselves to the judgment of the honorable court, and humbly hope that what right, title, or interest they, or either of them, have to the real and personal estate of the grandfather, or father, so far as the same may be effected by the proceeding of the said complainant, may be protected and saved to them respectively; without that, that, &c.

SUSAN H. PETER,
Guardian for the above named infant Defendants.

MONTGOMERY COUNTY,
State of Maryland:

Personally appeared before me, the subscriber, Susan H. Peter, mother and guardian for Sarah Johns Peter and John C. C. Peter, two infant defendants to the bill of complaint of the Bank of the United States, and made oath on the Holy Evangelist of Almighty God, which said oath was by me administered, that the matters and things set forth in the aforegoing answer of the said infant defendants to the said bill of complaint, are true as the same are therein set forth, when stated as of her own knowledge; and when as of the knowledge of others, she believes them to be true.

JAS. N. ALLNUTT.

Commission to take answers of Infants.

Commission to Beverly Tucker, to appoint guardian to take the answer of Elizabeth Ramsay's heirs.

THE UNITED STATES OF AMERICA,

To Beverly Tucker, greeting:

Whereas, the President, Directors, and Company of the Bank of the United States, complainants, have lately exhibited their bill of complaint in the Circuit Court of the District of Columbia, for Washington county, against W. Wadsworth Ramsay, A. Douglas Ramsay, David Peter Ramsay, Marion Ramsay, and Allen Ramsay, and others, defendants; and we have, by our writ, lately commanded the said named defendants to appear at a certain day, now passed, to answer the said bill of complaint; but for as much as the said W. Wadsworth Ramsay, A. Douglas Ramsay, David Peter Ramsay, Marion Ramsay, and Allen Ramsay are minors, being under the age of twenty-one years, and cannot answer the said bill, or defend this suit, without having a guardian assigned in that behalf: Know ye, therefore, that we have given unto you full power and authority, in pursuance of the special order of the said court, to assign and appoint a guardian for the said infant defendants, and to take the answers of the said infants, by such guardian, to the said bill, on such guardian's corporal oath, by you to be administered.

Therefore, we command you, that at such certain day and place as you shall think fit, you go to the said infant defendants, if they cannot be conveniently brought to you, and assign and appoint a guardian for such infant defendants, and take the answer of said infant defendants to the said bill, by said guardian, and on such guardian's corporal oath, by you to be administered, on the Holy Evangelist of Almighty God; and the said answers being plainly written, you are to enclose the same under your hand and seal, with your certificate of your having appointed such guardian, and this writ, to the said court, at the city of Washington, in the District of Columbia.

Issued 12th Sept., 1838.

WM. BRENT, *Clk.*

Commissioner's return.

To the Honorable the Judges of the Circuit Court of the District of Columbia, sitting in Washington county as a Court of Chancery.

I, Beverly Tucker, commissioner named in the preceding writ, issued from the Circuit Court of the District of Columbia, for Washington county, in the case of the Bank of the United States against

W. Wadsworth Ramsay, A. Douglas Ramsay, David Peter Ramsay, Marion Ramsay, and Allen Ramsay, and others, defendants, do certify, that by virtue of and in obedience to the said writ, I did go to Lee's springs, in the county of *Farquire*, in the State of Virginia, where I found the above named defendants, the infant children of Elizabeth Ramsay, deceased, on the 28th day of September, in the year 1838, and did then and there assign and appoint William Ramsay, Esquire, the father of the said infants, guardian for the said infants, and did take the answer of the said infants by their said guardian, to the bill of complaint of the Bank of the United States, on the corporal oath of the said guardian, by me administered on the Holy Evangelist of Almighty God; and the said answers having been plainly written, I do return the same to the Honorable the Judges of the Circuit Court aforesaid, with the said writ, and this, my certificate of my having assigned and appointed a guardian as aforesaid, and taken the answers of the said infants.

In testimony whereof, I have hereunto set my hand and seal, this 28th day of September, in the year 1838.

BEVERLY TUCKER. [L. S.]

Answer of Infants.

The joint and several answers of W. Wadsworth Ramsay, A. Douglas Ramsay, David Peter Ramsay, Marion Ramsay, and Allen Ramsay, infant defendants to the bill of complaint of the Bank of the United States, by William Ramsay, their father and guardian.

These defendants, reserving to themselves, and each of them, every advantage of exception to the many untruths, errors and uncertainties in the said bill of complaint contained, for answer thereunto, or so much thereof as these defendants are advised it is material they should answer; they, answering by their said guardian, say, that they are strangers to the several matters and things in the said bill of complaint contained, otherwise than that they have heard that David Peter, their grandfather, in the said bill named, was seised of and entitled to a large real estate and possessed of a large personal estate; that the said David having first made and published his last will and testament, died as stated in the bill; that their mother, Elizabeth Ramsay, hath departed this life intestate. These defendants know nothing of the debt by the said complainants demanded in their said bill of complaint, and do not admit the same or any part thereof, to have been owing by the said David Peter in his lifetime, or chargeable on the estate devised by the said David to the said Elizabeth, their mother. And these defendants say that if ever the said complainants had any cause of suit, debt, or thing in action against the said David Peter in his lifetime, or against their said mother in her lifetime, or against these defendants, or either of them, for or concerning any matters, transactions, or dealing in the said bill of complaint mentioned; the

same did accrue or arise, and were above three years' standing before the filing the said bill of complaint, and before serving the said Elizabeth, their mother, or these defendants, with any process to appear and answer the same. And therefore these defendants do plead the lapse of time and the statute of limitations in such cases made and provided, and now in force in Washington county, in the District of Columbia, in bar of the said pretended cause of suit, debt, or thing in action of the said complainant, and pray the full benefit of the lapse of time, and the provisions of the said act of limitations in bar of the said pretended debt, claim, or demand. And these defendants being infants of very tender years, submit themselves to the judgment of the Honorable Court, and humbly hope that what right, title, or interest they or either of them have to the real and personal estate of their said grandfather, or mother, so far as the same may be effected by the proceedings of complainants, may be protected and saved to them respectively, with't that, &c.

WILLIAM RAMSAY,
Guardian.

On this 28th day of September, in the year 1838, personally appeared William Ramsay, guardian for W. Wadsworth Ramsay, A. Douglas Ramsay, David Peter Ramsay, Marion Ramsay, and Allen Ramsay, infant defendants to the bill of complaint of the Bank of the United States, and made oath on the Holy Evangelist of Almighty God, which said oath was by me administered, that the matters and things set forth in the aforegoing answer are true, when stated as of the defendants, and when of the information of others, that he believes the same to be true.

BEVERLY TUCKER. [L. S.]

Answer of Susan H. Peter.

The answer of Susan H. Peter to the bill of complaint of the President, Directors, and Company of the Bank of the United States.

This defendant, answering to the said bill, says, that she is altogether ignorant respecting all and singular the matters and things in the said bill of complaint set forth and contained. She says that if the complainant ever had any cause of suit against the said David Peter in his lifetime, for or concerning any matters, transactions or dealings in the said bill of complaint contained or mentioned; the same did accrue or arise above three years before filing the said bill of complaint, and above three years before serving the said defendant, or her late husband, James Peter, with any other proceeds to answer the same. And *then for* this defendant doth plead the lapse of time, and the statute of limitations in such cases made and provided, and now in force in Washington county, in the District of

Columbia, and prays the benefit of the said statute of limitations in bar of any such debt, claim, or demand, without that, that, &c.

SUSAN H. PETER.

Thereupon, on motion of the said compl'ts, by their solicitor aforesaid, and by order of the court here thereon, it is ordered that the decree of the Supreme Court, and the bill, answers, exhibits, depositions, and proofs in the case of James B. Beverly & al. ag't. George Peter, surv'g. ex'or. of David Peter & al., in the said record, and on file in said cause, be read and made use of on the hearing of this cause.

(Copied in page 282.)

Whereupon, on motion of the said defendants, by their solicitor aforesaid, and by order of the court here thereon, it was ruled by the said court, that the said complainants enter a general replication to the answers aforesaid, of the said defendants, or in default thereof, that the said bill be dismissed.

Thereupon the said complainants, by their solicitor aforesaid, filed in court here the following replication, to wit:

General replication.

The complainants, saving and reserving to themselves, all and all manner of exceptions, &c., for replication to the answers of said defendants say, that they will aver, maintain, and prove their said bill to be true, and sufficient in the law to be answered unto by said defendants, and that the answers are very uncertain, evasive and insufficient in the law to be replied unto by the repliants, without that, &c.

F. S. KEY,
Sol'r. for Compl'ts.

Thereupon the following order of reference to the auditor was made in the said cause, to wit:

Order of Reference to Auditor.

BANK OF THE UNITED STATES, *vs.* JAMES B. BEVERLEY & others. } In chancery.

In this case, upon motion of the complainant's by their counsel, it is ordered by the court, this tenth day of January, 1840, that the papers in this cause, with the evidence already taken and on file, be referred to the auditor, to state an account between the parties upon the principles contained in his report made to this court in the case of James B. Beverly and others, complainants, against the Bank of the United States and George Peter, surviving execu-

tor of David Peter, deceased, defendants; and the auditor is further authorized to take additional testimony in this cause at the instance of either party, upon giving five days' notice to the parties or their attornies, of the time and place of taking the same. And the auditor is directed to submit his report in this case to the court, on or before the fourth Monday of March next.

By order of the court.

Test: W. BRENT, *Clerk.*

Thereupon the said cause was regularly continued at rules, until the fourth Monday of November, in the year of our Lord one thousand eight hundred and forty, when the auditor, in pursuance of the aforegoing order of reference to him, submitted to the court here the following report, to wit:

Auditor's Report.

THE BANK OF THE UNITED STATES & PETER,
vs.
THE ESTATE OF DAVID PETER, dec'd. } In chancery.

The undersigned auditor of the chancery court for Washington County, District of Columbia, has had the papers filed in this cause under examination, and now submits the following report:

That the claim of the Bank of the United States against the estate of David Peter, with interest to the 12th day of November, 1840, and costs, is $46,119 75; and that the claim of George Peter, per statement herewith, is $26,607 78. That the net proceeds of the sales of property sold by George Peter, as executor, is $17,513 66, to which may be added the estimated value of 2000 acres of land in Montgomery county, Maryland, called Dulin's (which originally sold for a little upwards of $20,000) $7,500; of vacant lots in the City of Washington $1,500, and $2,873 15 being the amount awarded to the proprietor of Dulin's farm by the Chesapeake and Ohio Canal Company, for damages done by running said canal through that farm, which sum has never been paid by the executor of David Peter. These several items, if the property brings this estimated value, will make the sum of $29,386 81 for trust estate.

That the sales made by John Marbury, under an agreement made by the parties to this cause, as per report of sales, amount to $41,731 86, but owing to the non compliance, with the terms of sale, of some of the purchasers, the corrected sales as specified in Mr. Marbury's account No. 2, the amount is reduced to $38,722 32; the whole amount of the payments, received by Mr. Marbury up to the 20th April, 1838, is $21,711 16, from which deduct for expenses, taxes, surveying, auctioneer's bills, and the trustee's commission, $1,804 76, leving in the hands of the trustee, $19,906 40,

which amount, according to his report, has been vested in the stock of the State of Pennsylvania, bearing interest at 5 per cent. per annum. The corrected sales, as above, amount to $38,722 32, to which may be added as follows: Wm. Ramsay's purchase of lots $2,084, and Wm. Stewart's, $501, which still remain for the trustee to dispose of, and if they bring the same at which they were struck off at to Ramsay and Stewart, will make, when added to the $38,722 32, the sum of $41,307 32 as gross sales; in addition to this sum there remains 24 acres of land, near the City of Washington, bought at the sale by Mr. Upton, who never complied with the terms of sale, and never has paid for, which it is believed will sell for $1000; this will make the trustee's sales amount to $42,307 32, and taking the expenses, commissions, &c., as before mentioned, it will leave in the hands of the trustee the sum of $40,502 56. That it thus appears, that the sales of George Peter, acting under the will of David Peter, amount, if the sales shall be equal to the estimate here given, will be $29,386 81, and those by Mr. Marbury, $40,502 56. To these sums are to be added the amount of interest, received on the notes given in payment, and the interest on the Pennsylvania stock.

The auditor has read and considered the pleas of limitation put forth by the answers of the heirs of David Peter, and by John Marbury, Esquire, as their solicitor in this cause, and is of opinion that it is not available, under the circumstance of this case, as it respects either of the creditors.

Submitted by

JOSEPH FORREST,
Auditor.

10th November, 1840.

In the audit of the 10th December, 1833, the executors are charged with the following, being for property sold in the City of Washington to sundry persons, viz: Shaw & Elliot, lots $1000; J. Kuhn, $796 86, and Francis Dodge, $175, making in the whole $1,971 86. It is contended by George Peter, the surviving executor, that he never received this amount, or any part thereof, but that the same was received by the heirs; as Major Peter gave deeds to the purchasers, the auditor is of opinion, that it was rightfully charged in said audit. This amount the executors can bring into his settlement with the heirs, but not into a settlement with the creditors of the estate.

JOSEPH FORREST,
Auditor.

10th December, 1840.

Whereupon the complainants, by their solicitor aforesaid, filed in court here the following bill of exceptions to the auditor's report:

Complainants' 1st Bill of Exceptions.

1.—Because the auditor has charged George Peter, surviving executor, with the purchase money of the lots sold to Kuhn & Birth, when it was proved, that the same was not received by him, but by James B. Beverley, or was applied by him to the payment of debts of the deceased, for which the executor is not credited.

F. S. KEY,
for Complainant.

Whereupon the said defendants, by their solicitor aforesaid, filed in court here the following bill of exceptions to the auditor's said report, to wit:

THE BANK OF THE UNITED STATES,
vs.
The heirs at law and devisees of DAVID PETER, deceased, and GEORGE PETER, surv'g exe'r. of the said David. } In Chancery.

Circuit Court of the District of Columbia, Washington County.

Defendants' Bill of Exception to Auditor's Report.

Exceptions on the part of the heirs at law and devisees of David Peter, defendants in the above cause, to the report of Joseph Forrest, Esqr., auditor, made in this cause, and filed the day of November, in the year 1840; the said defendant excepts to the said report.

1. Because the auditor has allowed a claim or debt of $46,119 25, in favour of the complainants, the Bank of the United States, against the estate of the said David Peter and the defendants, his heirs and devisees, without legal, competent and proper evidence of the existence of such debt, or of any debt whatsoever, due from the said David Peter, in his lifetime, and with the payment of which these defendants ought to be charged in this suit.

2. Because, in stating the said pretended debt or account, between the complainants and the said defendants, the heirs and devisees of the said David Peter, the auditor has allowed compound interest, and thus, unjustly, illegally, and oppressively, increased the said pretended debt.

3. Because, if any such debt was due from the said David Peter, in his lifetime, and at the time of his death, which happened in the year 1812, the recovery of the same against these defendants, as the heirs and devisees of the said David Peter, in consideration of any real estate descended from, or devised by the said David, to these defendants, was barred by lapse of time and the provisions of the act of limi-

tations; and altho' these defendants, in their answer to the bill of complaint, and at the hearing before the auditor, insisted on the lapse of time and the provisions of the act of limitations, in bar of the said debt or demand of the complainants, the auditor rejected their said defence, and allowed the said debt or demand.

4. Because George Peter, the surviving executor of David Peter, and one of the defendants to the said bill of complaint, having elected to come in and contribute, with the complainants, to the expenses of this suit, filed an account as a creditor of the estate of the said David Peter, amounting to the sum of $26,607 78, which said sum of $26,607 78, the auditor has allowed as a just and proper charge against the estate of the said David Peter, and for the payment of which, the real estate, devised by the said David to these defendants, ought to be sold. Whereas, these defendants say, that there is no evidence in the cause to prove the same, or any part thereof, to have existed as a debt against the said David Peter in his lifetime, or to authorise a decree for the sale of the real estate devised to these defendants, by the said David, for the payment of the same.

5. Because, each and every one of the items of charge contained in the account of the said George Peter, so allowed by the auditor, was of more than three years' standing before the filing of the said account, by the said George Peter, with the auditor, and before the filing of the bill of complaint in this cause by the Bank of the United States, against these defendants and the said George Peter, and was at the time of the filing of the said bill of complaint, barred by lapse time and the provisions of the act of limitations; and these defendants, at the hearing before the auditor, and before the making of his said report, as appears by the said report, insisted on the lapse of time, and the provisions of the act of limitations, as a bar to the claim of the said George Peter; notwithstanding which, the auditor allowed the same.

6. Because the report of the auditor and the account accompanying the same, are not in pursuance of the order of reference to the auditor, but relate to claims and accounts not embraced in such reference.

7. Because the said report, accounts and statements, accompanying the same, are unsupported by legal and competent evidence in the cause, and therefore ought to be set aside.

8. Because the sum allowed to George Peter, as surviving executor of David Peter, by the auditor, is for a general balance on the settlement of the executor's account, as is alleged, for that amount overpaid the proceeds of the estate which came to the hands of the executors, to be administered; and the defendants, as heirs and devisees of the real estate of the said David Peter, are not chargeable by the executors, or the survivor of them, with *with* the pay't. of such balance.

JOHN MARBURY,
Solicitor for the heirs and devisees of David Peter.

Cause set for hearing.

Whereupon, with the consent of the parties, by their solicitors aforesaid, and by order of the court here thereon, the said cause is set for hearing on the bill, answers, exhibits, general replication, exceptions to the auditor's report, depositions and proofs, at this present term.

Washington, 19th Jan., 1841.

F. S. KEY, *for compl't.*
MARBURY,
for def'ts. and heirs of D. Peter.

Whereupon, all and singular the premises, being by the court here seen and understood, and the said parties, by their solicitors, being heard, and after mature deliberation being thereupon had, the said court made the following decree in the premises, to wit:

BANK OF U. STATES,
vs.
PETER'S heirs, &c.

This cause having been set for hearing, and coming on, by consent, on the exceptions to the auditor's report, and the bill, answers and exhibits, depositions and proofs, and general replication, and being by the court here considered, it is, this 21st January, 1841, ordered, adjudged, and decreed, that the exceptions to the auditor's report, made by complainant, are overruled, and the exceptions of defendants to the auditor's report are confirmed, and the bill of complainants dismissed with costs.

By order of the court.

Test: W. BRENT, *Cl'k.*

Appeal to Sup. Court U. States.

And thereupon, the said complainants, by their solicitor aforesaid, pray an appeal from the judgment and decree aforesaid, made by the court, in the premises, to the Supreme Court of the United States, and to them it is granted. Whereupon, they file in court here the following appeal bond, to wit:

(Copied in page)

Clerk's certificate and seal.

And the same being approved of, it is ordered, that a record of the proceedings aforesaid, with all things thereunto relating, with the citation, be transmitted to the said Supreme Court, which is done accordingly.

[L. S.] In testimony whereof, I have hereunto subscribed my name and affixed the seal of the said court, at the city of Washington, this 13th day of February, A. D. 1841.

The following depositions, letters, &c., &c., are here inserted at the instance of the said parties, by their solicitors aforesaid.

Circuit Court, District of Columbia, Washington County.

The President and Directors of the Bank of the United States, and others,
vs.
James B. Beverly, his wife, and others.

The depositions of sundry persons, taken per agreement, on the part of the defendants, before Thomas Turner, a Justice of the Peace, in and for said county and district.

George B. Magruder, a witness, of full age, having been first duly sworn on the holy Evangely of Almighty God, to testify the whole truth, deposeth and says:

That he knew the farm owned by David Peter, lying in Montgomery County, Maryland, being part of Beall and Magruder's Honesty. That he is of opinion, that the said farm would have rented, from the year 1814 to 1824, for from $80 to $100 per annum. That said farm adjoins one owned by this deponent. That said farm contained upwards of two hundred acres, and is about seven miles from George Town.

That this deponent knows, that the said land was tenanted by a certain Whelan, for many years, but that he does not remember the years it was so tenanted, but that he believes he was there since the death of David Peter, but how long before or after, he does not know.

That the deponent, at this time, rents his own farm, adjoining the aforesaid farm, which he considers twice as valuable as that of David Peter, for one hundred dollars per annum. That rents, at this time, he considers about equal to what they were from 1814 to 1824. That during those years, this deponent worked his own place, which contained about 600 acres, with from five to six men; and that some years he made a little, and other years he sunk money. That the farm now rented by him, at $100 per ann., contained about 300 acres. That, while Whelan was there, this deponent remembers that he cleared a small piece of the said farm.

That he also knows, that David Peter owned, on the Little Falls of the Potomac, a fishing stand, called Billingsgate, which he, the deponent, as agent for Leonard H. Johns, one of the executors of David Peter, rented for many years, the number not known to him, for $25 or $30, to be paid to said Johns; that some times he collected the rents and paid them over to said Leonard H. Johns.

The following statement is admitted as evidence.

James B. Beverly married Jane Peter, one of the daughters of

David Peter, in May, 1819; remained with his wife, in the family of Mrs. Peter, widow of David Peter, a month or six weeks—then went on a visit to R. Beverly, in Virginia, for two months—returned to George Town and went to house-keeping, in his own house, and continued to keep house until two or three months before the death of Mrs. Sarah Peter, which happened in October, 1823. After the death of Sarah Peter, the whole family of David Peter, including Mr. James B. Beverly and his wife, William Ramsay and Elizabeth, his wife, remained together in the dwelling house which had been occupied by Mrs. David Peter, since the death of her husband, until late in the following spring, when Beverly and his wife removed to Virginia, accompanied by Mrs. Ramsay, her husband having gone to sea the March previous. The sons, Hamilton and James, went to live at the boarding school of the Rev. Mr. Maffit. In 1825, William Peter entered the navy, and continued to be a midshipman until his death. The family was broken up at Peter's Grove, and the members of it dispersed. It is admitted, that Wm. Ramsay was a lieutenant in the navy.

Deposition of Chs. A. Burnett.

Deposition of Chs. A. Burnett.

Charles A. Burnett, a witness *a witness* of lawful age, being duly sworn to testify the whole truth, testifies and says: that he knew Mr. James B. Beverly for some time previous to his marriage; that he has no knowledge of Mr. Beverly's business, but from his connection with Mr. Robert Beverly—being his son—he supposes that he means of supporting his family.

Deposition of Robt. Barnard.

Depo. of Robt. Barnard.

Robert Barnard, of lawful age, being first duly sworn to testify the whole truth, deposes and says:

That he knew a small property, or farm, belonging to the heirs of David Peter: the same being adjoining to deponent's property, on which he has resided ever since April, 1821; that at the time he first knew said property, viz: in 1819, and for a few years thereafter, there was on said farm a decent, comfortable dwelling house, which was occupied by one Dyson Moran, who was then overseer for Le. H. Johns, who rented the said farm along with another farm, which was said to be the property of said Johns.

That the said property of D. Peter's heirs was principally in thrifty wood, only a small part in front and round the house, and on the margins of the race leading the water to the mill known as Parrott's Mill, though said property was occupied as garden ground:

there was a flat on the edge of Rock Creek which might have been converted into a tolerably good meadow, but was at that time in very rough condition. Deponent thinks that the annual value of said farm and dwelling house, in the condition in which it was prior to the sale of it to ——— Morton, was about $60. The said farm lies within half a mile of Road street, Georgetown, is bounded on the south and east by Rock Creek, on the west by the property of deponent, and on the north and northeast by the farm formerly of L. H. Johns, since purchased by William Morton.

In the year 1831 deponent was appointed, by the majority of the heirs of David Peter, agent for the collection of rents due on the property of the estate, and to make the necessary disbursements for taxes and repairs thereof. The statement of the accounts received and disbursed by him in that capacity is annexed with the vouchers; and deponent ceased to act as agent in the year 1836, say about the 1st January, the last year of which agency he continued to act at the request of Mr. J. B. Beverly.

The former agent, Mr. John Holtzman, delivered to deponent a statement of the tenants and their respective rents, and of the arrears of rent due to the estate, amongst which appeared the name of George B. Magruder, as debtor for rents of the fishing stand near the Little Falls of the Potomac, for the years 1827, 1828, 1829,

at $25 per annum, - - - -	$75 00
and for 1830, 1831, at $20, - - -	40 00
	$115 00

of which sum deponent collected only twenty dollars, payment of the residue having been evaded from time to time by said Magruder, whom deponent considered as competent and good for the amount due, but against whom he did not enter any legal proceedings, not having been instructed to do so by Mr. J. B. Beverly, to whom he gave information of these facts. The repairs done by deponent to the several houses and tenements belonging to the estate, were such only as was absolutely necessary for the preservation of the property from entire dilapidation, which, at the time he entered on the agency, was found by him to be in very bad condition, and appeared to have been long neglected by those who theretofore had the charge of it; and in deponent's opinion, the property would have been productive of greater income, had the same been, whenever requisite, kept in good repair. Amongst the property put in charge of deponent, was a dwelling house on Prospect street, Georgetown, occupied by Raphael Norris, at the monthly rent of two dollars and fifty cents, which house was in very bad repair, and finally abandoned by the tenant, when it was pulled down, as deponent believes, by order of the warden of the

ward in which it was located; but this property, Mr. J. B. Beverly now informs deponent, was derived through Mrs. David Peter.

ROBT. BARNARD.

Deponent's agency extended only to the property in Georgetown and Washington, and to a small farm situate on the west side of 7th street road, then occupied by Peter Williams, and to the fishing stands near the Little Falls of the Potomac; but he had no charge of the house and premises situate at the corner of High and Water street, in Georgetown, or of the stone house on Water street formerly occupied as a pottery, and now by ——— Edes as a grain and feed store, which last property J. W. Holtzman informed deponent was reserved to the agency of said Holtzman, being the separate property of one of the children of David Peter.

Since deponent came to Georgetown in 1819, he believes that the value of property did for some years decline, and consequently that rents were reduced: the rents of the property in charge of deponent were, in his opinion, very low for property so located; but for the state of disrepair in which the tenements were at that time, it would have been difficult to obtain any advance.

ROBT. BARNARD.

Richard Eno's Deposition.

Deposition of Richard Eno.

Richard Eno, a witness also of lawful age, being first duly sworn to testify the whole truth, deposeth and says:

That he was the tenant of David Peter's property on High street, known as Pitt's Tavern, about seven years, he thinks; that he left there about the year 1821 or 1822; that he paid three hundred dollars per year during the whole of said period, for said property; that during that time he paid his rent to different persons, generally to Mr. Leonard H. Johns, from whom he rented the property; for one year's rent he thinks he settled with James Beverly, for Mrs. David Peter, by the transfer of some Bank of Columbia stock; that sometimes he made payments to some of the sons of Mrs. Peter, on her behalf; that George Pitt was tenant of the same property previous to deponent's becoming so; that he does not know what rent the said Pitt paid, but he believes he did not pay one half as much as the deponent did; that a man by the name of Howard succeeded him as tenant to the same property, but how long he was there he does not know, but supposes some four or five years; at what rent he does not know; that part of the rent was expended by Howard in repairs to the property—what portion he does not know; that Howard told him that for the first year he was to pay the same rent that the deponent did, part of which was to be laid out in repairs; that he considered that he paid a high

rent for the property, the same being, at the time of his first taking it, sought for by many.

David English's Deposition.

Deposition of David English.

David English, a witness of lawful age, also being first duly sworn to testify the whole truth, deposeth and says:

That the debts due upon the judgments in Montgomery county, Maryland, short copies of which are hereto annexed, were paid by the said Lloyd Magruder's administrators, about two years ago; that the bank indulged said Magruder, from the belief that by so doing the debt would be secured eventually, whilst with a different action his property would not have paid his debts; that he believes the debt was secured from the great rise in the value of negroes; that the directors of the bank were disposed to indulge said Magruder, knowing that the debt was not one of his own, but of another.

Wm. Collins' Deposition.

Deposition of William Collins.

William Collins, a witness of lawful age, being first duly sworn to testify the whole truth, deposeth and saith:

That his father rented the fishing stands called Billingsgate, on the Potomac, the property of David Peter, from George B. Magruder, for $25 per year for the one half, the other being rented by a company of gentlemen in the neighborhood, about ten in number, at $2½ credit; the number of years he does not know, but he supposes from one to three years; that during the last 25 years his father, his brothers, and himself, have rented the said stands; that it was rented from several persons, to wit: Messrs. Holtzman, Barnard, Ramsay, and Magruder, to all of whom he from time to time paid the rents; to Ramsay he only paid the rent of one year; the rents varying from twenty to thirty dollars during the time subsequent to the first period spoken of.

Jas. Thompson's Deposition.

Deposition of James Thompson.

James Thompson, of lawful age also, being first duly sworn to testify the whole truth, deposeth and saith:

That he has a knowledge of the two three story houses on K street, in Washington City, near the lower bridge, the property of David Peter, since they were built; that those houses were occu-

pied from 1812 to 1819 by the Russian minister, Count Pahlin, and Mr. Daschkoff; that during that time, between the time of Pahlin's leaving it and Daschkoff entering, there may have been an interval, though he does not know that there was; that during that time he believes the rent could not have been less than $800 per annum for such occupants.

Jno. Pickrell's Deposition.

Deposition of John Pickrell.

John Pickrell, of lawful age, being also duly sworn to testify the whole truth, deposeth and saith:

That he knows that William A. Collins for many years occupied the house and lot at the N. E. corner of High and Water streets, which he always understood to be the property of David Peter in his lifetime, and of his heirs, or some one of them, since his death; and which he has no doubt is the property described in the lease from Sarah Peter, George Peter, and Leonard H. Johns, executors of David Peter, to William A. Collins, a copy of which is now exhibited to him, which accompanies this evidence.

JOHN PICKRELL.

DISTRICT OF COLUMBIA,
Washington County, to wit:

I do hereby certify, that at the office of John Marbury, Esq., in Georgetown, on the 13th and 14th days of November instant, the aforegoing testimony was taken before me, a justice of the peace in and for the County and District of Columbia, as commissioner, and that the same was reduced to writing by myself, or the deponents in each case respectively.

In witness whereof, I do hereto attach my hand and seal, this 27th day of Nov., 1839.

THOS. TURNER, [L. S.]
Comm'r.

Cash paid for Ex. of Com., $5.

Deposition of Jonathan Granger.

Jon. Granger's Deposition.

The deposition of Jonathan Granger, a witness introduced by defendant, having been duly sworn, and of lawful age, according to law, deposeth and saith: that he was a tenant on David Peter's tract of land called "Exchange and new Exchange enlarged," at the time of his death, and for many years after; he rented only a

part of that tract of land; what he rented was called one hundred acres; that he was paying fifty dollars a year rent at the time of said Peter's death, and continued so to pay up to the first of January, 1821,—and that he never paid less than forty dollars; this deponent refusing to pay that rent, the place lay id*el* for several years; he had the place for a good many years, and that he refers to the receipts annexed, for the time he rented the place; *do* not recollect whether these were all the receipts for the money he ever paid, but he was particular in taking receipts when he paid money —and that he has carefully looked over his papers, and that those are all he can find—and that he always paid his rent; the whole quantity of that tract of land, part of which he rented, was a little upwards of 300 acres of land; the whole tract was divided into three tenements,—Robert Fields rented one of the tenements—do not know what rent Fields paid; the part Fields rented was generally called more valuable than the part the deponent rented. Sarah Bayley rented the third tenement; there was a house on the part she rented—had use of fire-wood, and land for cultivation; deponent supposeth the place occupied by Sarah Bayley to be worth twenty dollars per year; that deponent does not know how many years Mr. Fields occupied the land; he was a poor man at the time he so rented the land; deponent does not know whether he paid any rent or not. I know that Mrs. Bayley lived on the land three or four years after her husband's death; how many I do not know, but I have understood from her, that she never paid any rent to any person; she was a very poor woman; the husband of Mrs. Bayley lived a year or two on the land; he was sick all the time he lived there; he was a very poor man; I do not know that he paid any rent; I rented my place of Leonard H. Johns; Mr. Beverly once called at my house, in the lifetime of Mrs. Sarah Peter, and he then warned me not to pay any more rent to Mr. Leonard H. Johns, the ex'or of David Peter; he did not forbid my paying the rent to Major Peter; I do not remember, that in the course of the conversation that he made any mention of Major George Peter's name; that Mr. Field is now living within six or seven miles of Rockville; that he is able to travel to Rockville, and I presume could be got here, if he is not sick and is willing to come. I purchased part of the tract of land in 1833 or 1834, at the trustees' sale, for three dollars per acre; Capt. Hughes bought the remainder of the tract at one dollar and fifty cents per acre; the land, when occupied and cultivated, was so occupied and cultivated by tenants who worked it hard; sometimes it was idle.

his
JONATHAN ⋈ GRANGER.
mark.

It is admitted that Mr. Field was summoned on Wednesday or Thursday last, to attend this day as a witness, and has not appeared.

Receipts referred to in the foregoing deposition.

No. 1.—Rec'd of Mr. Granger fifty dollars, in full of rent for the year 1817.
Aug't 29, 1818.

LEO. H. JOHNS.

No. 2.—Rec'd of Mr. Granger fifty dollars, for rent for eighteen hundred and eighteen.
Jan'y 11, 1819.

LEO. H. JOHNS.

No. 3.—Rec'd of Mr. Granger twenty-five dollars, on account of rent due 1820.
Nov. 26, 1821.

LEO. H. JOHNS.

Dec. 24, 1821—Rec'd of Mr. Granger twenty-five dollars, on acc't of rent for the farm he lives on, for the year 1820.

LEO. H. JOHNS.

No. 4.—Georgetown, 12th Feb'y, 1823—Received of Jonathan Granger ten dollars, on account of the farm in Montgomery county, for the year 1821.

J. B. BEVERLY,
For S. PETER.

No. 5.—Received of Mr. J. Granger 38 dollars, part of rent for year 1821, and 20 dollars for third part of corn made this year.
Oct'r 11, 1822.

SARAH PETER.

No. 6.—Received of Mr. Granger, in part payment of one year's rent, thirty-five dollars.
4 September, 1823.

SARAH PETER.

No. 7.—Received, Rockville, 30th August, 1824, of Jonathan Granger, the sum of forty dollars, in part payment of rent.

GEO. PETER.

No. 8.—1826, October 14—Received of Mr. Jonathan Granger forty dollars, to be applied David Peter's heirs acc't for taxes due me.

H. Y. HARDING, *Collector*
for Montgomery County.

No. 9.—Rec'd, Sept. 15th, 1828, of Mr. Jonathan Granger forty dollars, to be applied to officers' fees and county tax, due from the estate of David Peter.

THO. F. M. VINSON, *D. S.*

Received the above as in full of rent due by Mr. Granger.

GEO. PETER.

The Deposition of John A. Carter, of lawful age, having been previously sworn in due form of law.

This deponent saith that the judgment, a copy of which is marked B. No. 1, was revived against him (this deponent) as the administrator of Lloyd Magruder, deceased, and paid by him to William O. Chappell, Esqr., Sheriff of Montgomery County; the amount he does not now recollect, but thinks it was *is was* nearly fourteen hundred dollars.

Lloyd Magruder died in the year 1836, and this deponent administered on his estate jointly with Charles B. Magruder. His personal estate was found insufficient for the payment of his debts, and a resort has been had to a sale of the real estate, which this deponent believes will overpay all his debts by fifteen hundred or two thousand dollars: this deponent does not think he ever was insolvent. Mr. Lloyd Magruder died indebted to the Union Bank of Georgetown, as the endorser of Col. George Magruder, about 7 or 8 thousand dollars,—which this deponent has since paid. My first acquaintance with Mr. Magruder was in 1825 or 1826. Deponent was the son-in-law of Mr. Magruder, and has often heard him say that he had incurred large responsibilities for brothers George and Patrick Magruder, and that if payment had been at any one time forced upon him, it would have required a sale of his property to meet them. This deponent purchased at public auction a tract of land some time in the year 1836, of George B. Magruder, trustee of George Magruder, which is the same land now in dispute between the executor of David Peter and himself.

JNO. A. CARTER.

B. S. Forrest's Deposition.

The deposition of Benjamin S. Forrest, a witness of lawful age, being first duly sworn, deposeth and saith: I remember that, on the trial of the ejectment suit brought in Montgomery County Court by the heirs of David Peter against George Magruder, for the recovery of the land sold by the executors of David Peter to George Magruder, that Francis S. Key was attorney for the plaintiffs, and I was counsel for the defendant. Mr. J. B. Beverly was present at the trial, and active and industrious, and superintended the progress of the said suit. Mr. Beverly was one of the plaintiffs, and

was the only one who was present at the trial. I, at the request of Major George Peter, one of the executors of D. Peter, some years ago, brought a suit in Montgomery County Court against a man by the name of Summers, for the recovery of some rent due from him for land rented by him belonging to the estate of David Peter. I believe that the amount recovered by judgment was about one hundred and fifty dollars: by the direction of Major G. Peter I paid the money, when recovered, to James and Hamilton Peter, two the sons and heirs of David Peter. I know that Major Peter used great diligence and some labour in recovering the debt; no part of the money was paid to Major Peter. I knew Mr. Lloyd Magruder very well, from the year 1813 to the time of his death. I recollect, in conversation with Lloyd Magruder, that he stated, that if the Union Bank of Georgetown, and also Mr. Holland, for a debt due to Thos. Linsted's estate, had pressed him for payment, that he would have been a ruined man. I knew him well; and know that he never was, at any time since I knew him, able to pay all his responsibilities: his estate was able at all times to pay his own debts, but not the debts which he owned as the surety of others. I have heard that his estate has paid some of his security debts, and the debt to the Union Bank of Georgetown, which was a large debt, and a security debt. If he had been pressed by his creditors, he never could have paid his debts; by which I mean all his liabilities.

B. S. FORREST.

The papers marked B. No. 1, 2, and 3, filed by the deponent, and hereto annexed, (copied in page .)

The foregoing depositions were taken before me at Kidwell's tavern, in Rockville, the 18th day of November, in the year 1839, R. P. Dunlop being present at the taking thereof, as the attorney for the Bank of the United States, and James B. Beverly, one of the defendants, and George Peter, another of said defendants, being also present, the subscriber, being a justice of the peace in and for the county of Montgomery, in the State of Maryland, duly commissioned as such, and in pursuance of the annexed notice.

Witness my hand and seal, this 18th day of November, 1831.

ROB. W. WILLETT.

To Robert P. Dunlop, attorney for the Bank of the United States.

Take notice, that on Monday, the 18th inst., I shall take the deposition of Rezin Thaw and others, at the house of Francis Kidwell, in Rockville, Montgomery County, Md., to be read in evidence in a suit pending in the Circuit Court of the District of Columbia, for the County of Washington, in which the Bank of the United

States are compl'ts, and myself and others, heirs and representatives of David Peter, dec'd, are defendants.

7 Nov., 1839.

J. B. BEVERLY.

I acknowledge service of the above.

ROBERT P. DUNLOP.

7 Nov., 1839.

Paper marked B. No. 1, referred to in the foregoing depo'n, to wit:

MONTGOMERY COUNTY COURT.

ELIZA DAVIDSON, ad'x of Lewis G. Davidson, *vs.* LLOYD MAGRUDER, Burgess Willett & William Huddlestone. } March Term, 1836.

Writ issued 6th June, 1835. March 8th, 1836, judgment rendered.

Debt $750, c't money, and $2,000 damages and costs. To be rec'd in pay't of debt, with interest from 15th October, 1822, and costs $7 26⅔.

Copy—Test: BRICE SELBY, *Clk.*

Admitted as evidence.

R. P. DUNLOP,
for Bank of United States.

Paper marked B. No. 2, referred to, &c.

GEORGE ST. CLAIR, use of Zachariah Walker, *vs.* PATRICK MAGRUDER. } November Term, 1817.

Writ issued 24th August, 1815. 15th, judgment on verdict for plff. $292 14, c't mo. Int. from the 18th Nov. 1817, and costs, $23 10.

Test: BRICE SELBY, *Clk.*

GEORGE ST. CLAIR, use of Zachariah Walker, *vs.* PATRICK MAGRUDER. } November Term, 1819.

Vend. exponas,—Damages, $292 14 c't mo., with int. from the 18th Nov. 1817, and costs, $23 10. Cost on vend. exp's $1 76¼.
Sheriff's return—"Sold and satisfied plff. atty."
Test: BRICE SELBY, *Clk.*
Mont'y County Court.

Admitted as evidence.
R. P. DUNLOP, *for B'k of U. States.*

Paper marked No. B., No. 3.

LEWIS G. DAVIDSON, executor of Samuel Davidson, *vs.* PATRICK MAGRUDER. } November term, 1817.

1st writ issued 26th Feb'y, 1816—2d writ issued on the 20th April, 1816.
27th, judgment, $33,332 69.
Cr. mo. and costs, to be released on payment of $16,666 33, ct. mo. of the United States, with interest from the 1st day of January, 1804, and costs. Costs, $7 16⅔.
This judgment credited with the payment of $10,000, cr. mo. for ten years. Interest—stay till 1st May, 1818.
Test:
BRICE SELBY, *Cl'k.*

LEWIS G. DAVIDSON, executor of SAMUEL DAVIDSON, *vs.* PATRICK MAGRUDER. } November term, 1819.

Vend. Exponas—Dt., $33,332 69.
Cr. mo. and costs, to be released on payment of $16,666 33, ct. mo., with interest from 1st Jan'ry, 1804, and costs. Costs, $7 16⅔. Cost V. E. $1 26½.
Paid $10,000 for interest.

Sheriff's return "made to amount of $3,562 25, and satisfied plaintiff so much."
Copy—Teste:
BRICE SELBY, *Cl'k.*

Admitted,
ROB'T. P. DUNLOP,
For Bank U. States.

Deposition of Benjamin Wilbourne respecting a runaway negro.

STATE OF MARYLAND, MONTGOMERY COUNTY, *to wit:*

On the 26th day of November, 1839, appeared Benjamin Wilbourne before me, a Justice of the Peace in and for said county, and made oath on the Holy Evangely of Almighty God, that he was employed several years by Major George Peter, as an overseer on one of his farms, near the estate of the late Mr. David Peter, and since the death of Mr. Peter; and that he knew a negro boy, James, belonging to the late Mr. Peter, who ran away from the farm; and that he never heard of his being taken up, nor has he any reason to think he ever was, and thinks if he had been taken up he should have heard it, as he continued to reside in the neighborhood. He was a stout boy, but does not know his age.

Sworn before, and certified by me,

WM. DARNES.

Received of Robert P. Dunlop one dollar, on account of serving one day as a witness to prove the above statement.

Nov. 26, 1839.

his
BENJAMIN ⋈ WILBOURNE.
mark.

Witness,
ROBERT DICK.

The deposition of Nathan Hoskinson, of Loudon County, in the State of Virginia, taken at John Marbury's office on the 16th November, 1839. Robert P. Dunlop attending.

The said deponent states, that in the year 1812 he lived on a farm in Montgomery County, Maryland, which he rented of David Peter in his life time, adjoining Rezin Shaw's farm, who rented part of the same tract of land after the death of David Peter, and until the year 1821 inclusive; from the death of Mr. Peter until he left, he paid at the rate of ninety dollars per annum. He paid the first year's rent, after David's death, to George Peter, who credited $20 for repairs done in 1810 or 1811. He does not recollect paying any more to Major Peter, though it seems to the deponent that he paid to both, but most certainly to Leonard H. Johns. He paid the whole of his rent, for the nine years, to one or the other of them. There was nothing expended for repairs during the nine years. He says that he thinks Major Peter referred him to Johns to settle for his rent after the first year.

On this 16th day of November, personally appeared Nathan Hoskinson before the subscriber, a Justice of the Peace for Washington

County, District of Columbia, and made oath on the Holy Evangely of Almighty God, that the facts stated in the above deposition are true, to the best of his knowledge, recollection and belief.

TH. R. HAMPTON, *J. P.*

Short copies of Judgments of the Union Bank of George Town, *vs.* Lloyd Magruder, to wit:

MONTGOMERY COUNTY.

The President and Directors of the UNION BANK OF GEORGE TOWN, *vs.* LLOYD MAGRUDER. } March term, 1817.

Writ issued 19 Feb'ry, 1816; 4th March, 1817.
Judgment for $2000.
Cr'd money and damages and costs, to be released on payment of $900.
Cr. mo. with interest from 16th Jan'y, 1815, and costs, $7 33⅓.
Stay 4 months.

Copy—Test:

B. SELBY, *Cl'k.*

Same *vs.* Same.

Writ issued as above, 4 March, 1817.
Judgment for $10,000.
Cr. mo., damages and costs, to be released on payment of $4700.
Cr. mo. with interest from 16 Jan'ry, 1815, and costs, $7 33⅓.
Stay 4 months.

Copy—Test:

B. SELBY, *Cl'k.*

The foregoing Judgments are admitted as evidence by the parties for what they certify.

THO. TURNER, *J. P.*

Deposition of Alexander Suter.

Alexander Suter, a witness for the complainants, of lawful age, being duly sworn in open court, deposeth and saith:

In March, 1814, I went to live in the house belonging to my mother, situate on the lot adjoining to the lots in Washington, on which David Peter's houses were situate. They were then occupied by the Russian Minister, Mr. Daschkoff. Deponent thinks

that some time in the spring of 1815, Mons. Serrurier, the French Minister, occupied said houses, Mr. Daschkoff having left them. How long Mons. Serrurier occupied said houses, deponent does not remember. He thinks that the houses remained unoccupied after Mons. Serrurier left them. The west house was occupied by Mr. J. L. Cathcart in 1818; when he went to live in the house, or left said house, deponent does not know. During Mr. Cathcart's tenancy the east house was unoccupied. Mrs. Bruff occupied the east house in 1820. From the termination of Mrs. Bruff's tenancy the houses were unoccupied until they were rented by Gen'l. John Peabody. Deponent's impression is derived from conversations with Mr. Peabody; that the rent he was to pay was to be laid out in the repairs of the houses. Deponent thinks that the houses were in bad condition when Mr. Peabody lived in one of the houses. Partial repairs were made to them by the tenants who occupied said houses, from time to time afterwards.

Test:

W. BRENT, *Cl'k.*

12 Dec., 1839.

12th Dec., 1839—Received of R. P. Dunlop one dollar and twenty-five cents for one day's attendance as witness in the suit of Bank of U. States, *vs.* J. B. Beverly and others.

ALEX. SUTER.

Deposition of Lazare Kervand.

Lazare Kervand, a witness for the complainants, of lawful age, being duly sworn in open court, deposeth and saith:

That he came to live in Washington, in the family of Mr. Bagot, the British Minister, on the 17th March, 1816; that the steward and other servants of Mr. Serrurier, the French Minister, were living in the two three story brick houses belonging to the estate of David Peter, situate near the lower bridge over Rock creek in Washington. Mons. Serrurier was not in Washington. Mons. Serrurier's servants remained in said houses about three or four months after deponent's removal to Washington. Deponent thinks that no foreign minister ever resided in said houses after Mr. Serrurier left them; the houses were in bad order after that time.

Test:

W. BRENT, *Cl'k.*

12 Dec., 1839.

12th December, 1839—Received of R. P. Dunlop one dollar and twenty-five cents for one day's attendance as witness in case of Bank of U. States, *vs.* J. B. Beverly and others.

L. KERVAND.

Deposition of Sarah Collins.

The Deposition of Sarah Collins, a witness on the part of the complainant, being duly sworn, deposeth and saith: that she is the widow of the late William A. Collins, who was a tenant on the estate of the late David Peter, dec'd., and lived in the house and lot situate on the corner of High and Water streets, George Town; that she does not remember the year she left the house and lot, but knows that her husband removed from the said house and lot to the stone house and lot which her husband rented of Lewis Carbury; that her husband took the benefit of the insolvent law in the District of Columbia; she does not remember the year; that she paid rent for the house and lot belonging to David Peter's estate to Leonard H. Johns and to Sarah Peter, widow of David Peter; and once she paid her rent in Mrs. Peter's house when Mr. Beverly, the defendant, was present, who talked to her at the time about the rent of the said house.

Sworn to in open court.

Test:

W. BRENT, *Cl'k.*

29 Nov., 1839.

Washington, 29th Nov., 1839—Received of Robert P. Dunlop two dollars and fifty cents for two days' attendance as a witness in the case of the Bank of the U. States, *vs.* J. B. Beverly and others.

her
SARAH ⋈ COLLINS.
mark.

Witness,
WM. BRENT, *Cl'k.*

We agree to admit this deposition as testimony in the above case.

MARBURY *for def'ts.*
R. P. DUNLOP *for comp'ts.*

In the Circuit Court of the District of Columbia and county of Washington.

THE PRESIDENT AND DIRECTORS of the BANK OF THE UNITED STATES, complainants,
vs.
JAMES B. BEVERLY and his wife, and others, heirs and representatives of David Peter, dec'd, def'ts.
} In Chancery.

The depositions of sundry witnesses to be read in evidence in the above cause, taken at the house of Richard P. Spates, in the village

of Poolesville, county of Montgomery, and State of Maryland, on Wednesday the 20th day of November, 1839.

The deposition of Thomas Dawson, of lawful age, having been previously sworn in due form of law, deposeth and saith: he hath known the Sugar Land farm of David Peter, dec'd, from the time the said David Peter owned it until this time, well; he considers it a fine, valuable farm; he considered the said farm from the time of said David Peter's death, to the years 1825 or 1826, to be one of the best farms in the neighborhood; the farms in that neighborhood are the best in the county, so far as he knows; but there are some parts of the county he has never visited; he thinks there is about 200 acres of bottom land on the river including swamps; he thinks there is about 150 acres of cleared land on the river bottom part of the farm; he believes the whole Sugar Land farm contains upwards of 600 acres of land; he thinks that in the year 1825 or 1826 the farm contained some 10 or 12 acres more of bottom land, part cleared, than it now does, as the canal has taken about that quantity off; he thinks from his knowledge of farm, that the whole said Sugar Land farm would *of* rented from the years 1812 to the year 1826 for $600 per year. This deponent says he would *of* given $600 per year for it if he could *of* had a lease for the term of 10 years, and he would *of* engaged to *of* left the farm at the expiration of said lease in as good a condition as when he first rented it. It was generally understood that Major George Peter had the management of the said Sugar Land farm, and cultivated it for the benefit of the estate of the said David Peter, with the slaves, stock, and implements of the said David Peter, dec'd; he thinks the whole Sugar Land farm with the servants, horses, stock, &c., would *of* rented for $1200 per year; the deponent lived about 4½ miles from the Sugar Land farm, during the time above referred to; his trade was that of a blacksmith and farmer; the deponent knows not the quantity or the amount of wheat, rye, oats, or corn raised on that farm; the deponent and brother cultivated corn on the river field on that farm, about 40 acres, in the year 1836; he is not certain whether he gave ⅓ or ⅔ of the crop for the rent, and the rent paid to Hamilton Peter; he rented it of Hamilton Peter, one of the heirs of David Peter; he thinks they raised something above 100 barrels of corn; it is a very wet field; that was a very wet season, the corn of a very inferior quality, the ditches were pretty generally stopped up by neglect; the deponent rented a portion of a field of James Peter, one of the heirs of David Peter; he believes it was in the year of 1835, or the same year that he, James Peter, died, on which he sowed 33 bushels of wheat; the quantity he raised was less than 20 bushels; the quantity of ground was about 16 acres on which it was sown; a part of that field is wet and glady; that wheat above alluded to was pastured from the time it was sown until it was cut, by geese, turkeys, cows, and horses; this deponent says that he knows that the upland part

of the said Sugar Land farm was in the hands of tenants up to the time of David Peter's getting possession of the said farm; he says that David Peter improved the farm very much during the time he had possession of it, and believed Major Peter done so also; he says the back field on the upland part of the farm, containing about 25 acres, is tolerably fair land; this deponent has never heard that Major Peter either embezzled, misapplied, or applied to his own use any part of the proceeds of the said farm; this deponent is well acquainted with the lands formerly owned by the late Clement Smith, adjoining Senica Mills; he knows that the said farm was furnished with hands and horses and implements for farming; he does not know whether or not there was a sufficient force kept to farm it properly; he says Mr. Smith worked other lands besides the farm adjoining Seneca Mills, with the hands that belonged to said farm; this deponent says that the farm owned by the late Clement Smith, on the west side of Seneca, is equal to any land in the neighborhood, and better than the upland of the Sugar Land farm of David Peter, and equal to the bottom part of same farm; he says that the land on the east side of Senica is poor, and this is a considerable portion of the farm; this deponent has known Hamilton Peter ever since he has been in this neighbourhood; this deponent thinks that Hamilton Peter was not capable of managing said Sugar Land farm; the greatest reason is, he was a boy just from school, and has not experience sufficient in farming; another reason is intemperate habits; Hamilton Peter lived near Major Peter, and he believes Major Peter was frequently with him; this deponent says that Hamilton Peter, when he first came to this neighborhood, so far as he knows, was a sober man; he is one of the heirs of David Peter; he believes Major Peter superintended the farm after Hamilton Peter moved to the said farm; he does not know that there was any difference in the crops after Hamilton Peter went to the said farm or not: this deponent says it was some years after Hamilton Peter went to the farm, that he discovered that things were not conducted so well as they had been before; this deponent says James Peter, one of the heirs of David Peter, lived in the house of Hamilton Peter on the said Sugar Land farm, up to the time of his (Jas. Peter's) marriage, and after his marriage James Peter moved to another house on the same farm, where he resided until he died, except a short time that he lived in Poolesville; this deponent says he knew Patrick Magruder, and believes that in 1817 he bought his father's crop of wheat; he knew Patrick Magruder contracted for the wheat of his father, and purchased all the wheat that was offered; he did not know whether Patrick Magruder was solvent or insolvent; if he this deponent, had *of* had a claim against the said Patrick Magruder, he would *of* sued him if he had not otherways paid it; he would not sue and insolvent person; he knew nothing of the circumstances or either George Magruder of Patrick Magruder: this deponent says it was generally understood that James

Peter, one of the heirs of David Peter, took from the farm to Georgetown, for the purpose of selling, a number of negroes; that it was generally understood that the negroes before alluded, were stopped and sold by the order of George Peter, one of the executors of said David Peter.

THOMAS DAWSON.

The deposition of Nicholas Whelan, of lawful age, having been previously sworn in due form of law, deposeth and saith: that his father rented a farm of David Peter before and after the death of David Peter, for about 24 years, and that he paid $100 rent per year for the farm; this farm adjoined the farm of Geo. B. Magruder, at the mouth of Cabbin John, about 7 or 8 miles from Georgetown, and in Montgomery county; he never saw Major Peter on the farm, nor never paid him any rent; the buildings were repaired, but whether they were taken out of the rent or not this deponent knoweth not; he believes the rent was paid to Leonard H. John and Mrs. Peter, widow of David Peter.

his
NICHOLAS ⋊ WHALON.
mark.

The deposition of Hilleary Hoskinson, of lawful age, having been previously sworn in due form of law, deposeth and saith: that he rented a farm belonging to the estate of David Peter, called "Blue Hill and Beggar's lot," in the years 1823 and 1824; rented from Major Peter; paid him $100 for the first year and $90 for the second year; he thinks that before he rented the said farm, that John Douglas had rented it for some years; he supposes that the farm above alluded to was worth more before he rented it than he paid; this deponent says that a part of the above rent was paid by the sale of a horse; the horse was used on the farm of the heirs of David Peter, the Sugar Land farm, until about 2 years ago; the horse was worth $85, and taken at that price by Major Peter from me for part of said rent. This deponent purchased a tract of land formerly owned by David Peter's heirs, about 3 years ago, "called Difficulty;" he thinks 22 years ago, when he first knew the farm, it would *of* rented for $150; about that time the buildings were burnt, and since then the farm would not *of* rented for so much money; he knows that the farm was for several years turned out in commons; in the situation it was in when he purchased it, it was impossible for any person to *of* tilled it; he supposes that if the houses had *of* been on it, it might *of* been rented; it would *of* taken nearly all the timber to put necessary fencing on the farm; James Peter, one of the heirs of David Peter, had cut a great deal of timber; about 8 or 9 years ago there would *of* been, before this injury was done by James Peter, sufficient of timber on the farm to *of* kept up the fencing some time; it was unoccupied for 2 or 3 years before James Peter had the timber cut: this deponent says that Hamilton

Peter and James Peter, heirs of David Peter, got of Erasmus Erp, a tenant, 3 colts, some hogs and some sheep; he thinks that the colts, hogs, and sheep *was* worth $130; these things were taken for rent; this occurred about 10 years ago; Mr. Erp was a very poor man, and not able to pay his rent, the farm he supposes to have been worth the rent, had the tenant the means of working the land; this deponent recollects that Hamilton Peter got a brown mare of Stephen Tuttle, who was a tenant on a farm of the heirs of David Peter about 11 years ago; on what account he got the mare he does not know; he knows that Major Peter sued Lewis A. Summers, who was a tenant on a farm of the heirs of David Peter, for rent; the suit was brought for 1 year's rent of the place that he, Summers, rented about 10 years ago.

HILLEARY HOSKINSON.

The deposition of John S. Manley, of lawful age, having been previously sworn in due form of law, deposeth and saith, that his mother rented part of a tract of land called "Cider and Ginger," that belonged to the estate of David Peter for some years, about the years 1820 or 1823; she was to pay $90, he thinks, per year, and she died in 1823; she rented it for some years before the land was rented from Major Peter; on one occasion the deponent paid to Major Peter some money on account of rent; he does not know whether all his mother's rent was paid or not; this deponent says, that after his mother's death, he rented the same farm from Major Peter for $70 per year; he lived on the farm for two years; he paid a part of the rent, and from his inability he did not pay all; the deponent had property on the farm, but does not know whether sufficient to pay the rent or not; he had on the place 3 old horses, the crop he had made, some articles of furniture, and ploughs and few farming utensils, hardly sufficient to till the ground; he never knew Major Peter to levy a distress on his own account, or other persons; when he left the place he did not move secretly, but does not know that Major Peter knew it; he states that the rent he paid Major Peter was paid to him in his house, Georgetown, he thinks, 1824; he does not know that Major Peter lived in Georgetown in 1825; the reason why this deponent did not pay his rent, was his embarrassed circumstances; he further states that Patrick Byrnes rented a farm adjoining that on which his mother lived, which he always understood was the property of David Peter's estate; he lived on the farm at the same time his mother lived on the part she rented, but he thinks that Patrick Byrnes left the farm on which he lived before deponent's mother died; he, Byrnes, lived there many years; he does not know what rent he paid; it was counted a pretty good place; he made good crops.

JOHN S. MANLEY.

The deposition of Thomas T. Wheeler, of lawful age, having

been previously sworn in due form of law, deposeth and saith, that he knows the farm on which Patrick Byrne lived; he has known said farm upwards of 40 years; he understood that the farm was owned by David Peter's heirs; the complainants' council admit the farm to have been the property of David Peter's heirs; this deponent believes the rent of that place was upwards of $200 per year; about the year of 1821 or 1822, Mr. Byrne moved from the farm; he knew Mr. Byrne intimately, and deponent's own farm adjoined that on which Mr. Byrne lived; Major Peter, who was present, admits that he rented the farm to Patrick Byrne; the deponent says, that Mr. Byrne was a man of good property and prompt in all his dealings; he further states, that after the death of David Peter considerable repairs had been made on the house on which Byrne lived: there was but one room originally; a shed was built by Major Peter; which added another room; a large brick chimney for a house of that kind was built, and portico or porch, also built by Major Peter the porch was of a common kind without flooring, and the posts let in the ground; he supposes the repairs did not exceed $60 or $70; the land had been tenanted for many years before they came into the possession of David Peter; he knows that the land was tenanted out by David Peter during his life time; the deponent says, there has been no other repairs on that farm for any subsequent tenants; he does not know that Patrick Byrne paid his rent, but he knows that Patrick Byrne was prompt in his dealings, and was competent to pay; he does not know that he was at any time in embarrassed circumstances; he farther states, that there was only three tenements in his neighborhood, belonging to David Peter's heirs, and one in the neighborhood of Poolesville, called "Difficulty," exclusive of the Sugar Land Farm; this deponent farther states, that Major Peter brought suit against Lewis A. Summers, and recovered judgment against him, by his council, Benjamin S. Forrest; he says Mr. Summer's rent was $150; this was the same farm on which Mr. Patrick Byrne lived; he, the deponent, says Lewis A. Summers rented this farm but one year, and that was 4 or 5 years subsequent to the time Mr. Byrne left it.

THOS. T. WHEELER.

The deposition of Leonard D. Williams, (a witness on part of the complainants,) of lawful age, having been previously sworn in due form of law, deposeth and saith: that he was engaged by David Peter in his life time, as manager of his Sugar Land Farm, at $175 per year, provided he the said Williams remained single; but if deponent married, his wages was to be made equal to $200, by other allowances, but not in money; this contract was not in writing; David Peter died; deponent never saw him again; this deponent was to be provided with bread from the farm, 300 lbs. of pork, and the privilege of raising a jock hog for his own use; this contract was made in August previous to the death of David Peter;

this deponent was to take possession of the Sugar Land Farm on the first of January following; this deponent says, that Major Peter, as executor of his brother David Peter, would not allow him, as manager of said Sugar Land Farm, the price above stated, but agreed to give him $150, with the privileges above spoken of; he accepted Major Peter's offer, and took the management of said farm; he found the farm in a bad state; he found the hill part of said farm in a wretched state, with many gullies, much washed, and the land very poor; all spare times he was employed with the hands in filling up gullies, building dams, &c. Major Peter had clover and plaster sown on the farm the first year, and continued to have clover and plaster sown on said farm every year, while he continued as manager; this deponent managed said farm for three years the first engagement; after an interval of some years, the deponent again was employed by Major Peter, as manager of said farm for two years, when he the deponent was succeeded by Mr. Hamilton Peter, one of the heirs of David Peter; Major Peter told him his object in placing Hamilton Peter on the Sugar Land was, that Hamilton Peter was not engaged in any business, and to give him employment; this deponent says, that Hamilton Peter, when he first came to the farm, was a sober, steady young man, and paid strict attention to the business of the farm, and continued so for several years; the first year this deponent managed said Sugar Land Farm, there was a deficiency in the crop of corn, so much so, that there was little left after the hogs were fattened, and that he knows Major Peter bought of Mr. Thos. Plater 25 barrels of corn, for the use of the Sugar Land Farm, and hauled there by this deponent; this failure of the crop occurred on the previous year; the wheat crop raised on the farm the year before he went there as manager, had not be got out, except some for seed, as far as he knows, judging from the straw; the deponent got out the balance of the crop wheat, which was very indifferent, and not much of it; this deponent heard Mr. David Peter say, to a former overseer, (a Mr. Whalen,) the spring before deponent went to the Sugar Land Farm, that the farm was bringing him, David Peter, in debt; that he would have to sell the farm, or give it away; he farther stated to Mr. Whalen, that he must look out for another home; that this was the first year and the last he should stay; at which time David Peter asked deponent if he intended remaining with his brother Thos. Peter; this deponent says, that during the first term of service he was employed at the Sugar Land Farm, the widow of David Peter and family was supplied with pork, beef, corn, rye meal and oats, for the use of her family, from the said farm; this deponent says, that some time during the war, he went into the camp to see Major Peter for the purpose of paying him money, which had come into his hand for the sale of negro man; stock, such as cattle, colt, &c.; and Major Peter directed ths deponent to pay the money over to Mr. Leonard H. Johns, one of the executors; he

states that about the year 1826, the crop of wheat was so indifferent that Major Peter directed him not to save it, and that the said wheat was procured from Major Peter's farm, about fifty bushels; this deponent thinks, in Dec. 1826, he sold the entire crop of wheat of that year; that he purchased clothing and other necessary articles for the hands of the farm, and that there was very little money left, after paying for said articles; this was a bad year for wheat, on that place; Major Peter said it was hard, there would not be enough money left to pay this deponent his wages out of the wheat crop; he says, the blacksmith's work for that farm was done at Major Peter's shop, old and new; he recollects the ironing of a new wagon body, and a new ox cart, done at the same shop, and all other blacksmith work necessary for the said farm; he says, that he never had any blacksmith work done any where else except some trifle on the road, going to, or returning from Georgetown; he says, that Major Peter always furnished the farm with all necessary implements for farming, whenever any was wanted, such as wagons, carts, harrows, ploughs, &c.; this deponent says, that Major Peter furnished five horses for that farm, two of which was got of tenants on some of the farms of David Peter's heirs; he also recollects another horse besides them above mentioned, which was too small to work, but was used for the overseer to ride and go to mill; he says, it was always a custom for overseers to be furnished with a horse to ride, when necessary; the deponent says, it was rare for a physician to be called.

This deponent says, that he did not pay the doctor's bill; he knows, that Major Peter furnished the hands with clothing, fish, salt, and every thing necessary on the farm, also harness, gears, sole leather, &c.; he speaks only of those matters during the time he was manager on the farm. This deponent thinks that Mr. James B. Beverly got negro boy from the farm, and Mr. William Ramsay, he thinks, got another negro boy from the farm also, but of this he is not positive; he says, he thinks Mr. Ramsay got pork from the Sugar Land farm on one occasion. This deponent says, Mr. Johnson succeeded him as manager on the Sugar Land farm, and lived there some years; that during the time Johnson lived at said farm, a negro man, named Umphrey, belonging to the estate of David Peter, ran away; he knows that an old negro man, by the name of Bass, died on said farm; he was the waggoner and ploughman; he died during his first term of service; he also knows, that John Young, a negro man, died, during his second term of service; he has also heard from Hamilton, and James Peter, two of heirs of David Peter, that a negro man, Harry, also died after this deponent left the said farm; and he also states, that Hamilton and James Peter told him, that Harry died from the exertions made in driving a cow belonging to Mr. J. B. Beverly, as they supposed; this deponent recollects, that Major Peter sold an old negro woman, named Henny; the price he received he does not know; this

deponent recollects, that Major Peter bought at the sale of David Peter's estate a negro man, named Singleton, and afterwards a negro boy, by the name of Jim; he recollects a negro man, named Dennis, ran away, during the last term of his service on the Sugar Land farm; he recollects, that Major Peter sold three negroes girls the last year deponent lived on Sugar Land farm; Mr. Hamilton Peter, one of heirs of David Peter, was present at the sale of said negroes. This deponent had no knowledge of Major Peter having ever applied, to his own use, any property belonging to the estate of David Peter. He farther states, that in busy seasons Major Peter has sent his own hands to assist in doing work on the Sugar Land farm; all that part of the Sugar Land farm lying south of the river road, at the time he managed there, was in three fields; the upland field was principally cleared by the managers, by the direction of Major Peter, the executor. The field on the river was part wet and part marshy, and a part dry; the rain water lay in some places on said field and remained on it some time, and on these wet places he never made any thing worth speaking of, and there was a smart chance of land of that description. The number of acres he does not know; this deponent says, that the middle field on the bottom part of said farm, when he went there to manage, was in part grown up in bushes, which was cleared up and ditched by the direction of Major Peter; there was not much of that field in that condition; the lower part of that field was poor, when he went there, and it remained so up to the time he came away; there was about 6 or 8 acres in that condition. Major Peter cut ditches in the river field, and employed a man, by the name of Oliver, to do the work; he says, one field on the hill part of the Sugar Land farm is poor, a small back field; he took two crops off the field, one of corn and the other of oats. The crop of corn was a light crop, and the crop of oats pretty fair one for the land; the field where the house stands, in which James Peter formerly lived and died, being a portion of the hill part of the Sugar Land farm, had on it an acre or two wet and glady land; a small meadow and a stripe of land in same field is poor. Major Peter paid great attention to the farm, and visited it almost every day while he was in the country. The deponent says, he worked as many as 21 hands on the farm, including young negroes aged about 7 or 8 years; there was not many of that tender age. All these negroes he believes to have belonged to David Peter's estate. He says, he made some pretty good crops, but not extra. He says, he made tobacco, wheat, rye, oats and corn. He says, in the first three years of his service, the crops of wheat raised was, he thinks, one year about 500 bushels, another year about the same amount, and the next, or other year, about 900 bushels. He thinks, one year he made 8 or 10 hogsheads of tobacco, the hogsheads weighing from 7 to 900 each, a part of which might be called fine tobacco; the other years he did not make so much; did not make tobacco every year; there was al-

ways enough hands on the farm to *of* made tobacco. He made some good crops of corn; one year, he thinks, he made 400 bushels; other years he made enough to serve them, and some little for sale; his crop of rye one year was good, about 3 or 400 bushels, some of which was sold; the only year he sowed much rye. He says, that Hamilton and James Peter never said to him, that Mr. James B. Beverly employed or directed the negro man, Harry, to drive his cow; the crops of corn and rye at that period was principally fed or used on the farm.

LEONARD D. WILLIAMS.

The deposition of William Carlisle, a witness on part of the complainant, of lawful age, having been previously sworn in due form of law, deposeth and saith, that in 1830, during the time Mr. Hamilton Peter was absent on a visit to Mr. Beverly's in Virginia, he, the deponent, was employed by Major Peter to manage the Sugar Land farm; he during that time met with considerable difficulty from Mr. James Peter, one of the heirs of David Peter. This deponent says, that during the time he was there, which was upwards of 3 months, Mr. James Peter, one of the heirs of David Peter, several times took away a horse from the plough, and kept him away several days, thereby stopping the plough. This deponent says, he knows the following named negroes, who are now in the possession of Mrs. Susan Peter, widow of James Peter, deceased, and were in the possession of Mr. James Peter in his life time, and came in his possession about the year 1832, viz: Abraham, Nancy, Mary, Eliza and Scharlotte, who belongs to the estate of David Peter; he farther states, that a woman also belonging to the estate of David Peter, named Charity, is now in the possession of Mr. Hamilton Peter. Mr. Hamilton Peter, one of the heirs of David Peter, admits, that a negro boy, named Humphrey, also one of the servants belonging to the estate of David Peter, came into his possession in 1829, and has since that period been sold by him to Mr. F. S. Poole, and received the money for him; he was a child when Hamilton Peter come in possession of him; the boy was about 18 or 19 years old when he, Mr. Hamilton Peter, sold him, which was 2 or 3 years ago.

WILLIAM CARLISLE.

The deposition of John P. C. Peter, (witness on part of the complainant's,) of lawful age, having been previously sworn in due form of law, deposeth and saith: he has known the Sugar Land farm, belonging to the estate of David Peter, from his boyhood, and intimately from the year 1821; he owns a farm very near said farm, which he has cultivated ever since the year 1821; his farm then contained 550 acres. His farm was well furnished with hands and horses; he thinks his force of hands was the strongest in the neighborhood; he worked 10 men hands; no one of them was over

30 years of age. The quality of land was equal to the Sugar Land farm, belonging to David Peter's heirs, if not superior; the neat profits, after defraying the expenses of the farm, were comparatively nothing; he made but little from his farm for many years, after it came into his possession. He improved it gradually; he gave to his farm his whole time and attention, indeed he was a slave to it. His farm was cultivated by deponent's father ever since the death of David Peter, untill the year 1821; he is satisfied, that his father never made as much from the farm, as the deponent did; this deponent is well acquainted with the quality of bottom land of David Peter's Sugar Land farm; some of it is good, some of it is indifferent. He considers the field nearest the river, to be wet land; nearly all is wet. Major Peter, since he came in possession of the farm, has attempted to drain it by a ditch; the fall is so little, the ditching does but little good, as the lands still continue wet. This deponent says, that Mr. Marbury, trustee, appointed by the heirs for the sale of David Peter's lands, called upon him to aid and assist him in valuing Sugar Land farm; this deponent's answer was, that the bottom part of said land ought not to be sold for less than 25 dollars per acre, and the upland or hill part of said farm, $15. This deponent states, that Mr. Marbury's object in asking him this question, was that the land might not be sacrificed, and this deponent's object in answering him, was to give him his opinion with regard to the value of said farm; the bottom land was sold by Mr. Marbury to General Rust at public sale for 25 dollars per acre. The same land has since been sold by General Rust to Major Peter at 30 dollars per acre; the upland part of the farm was bought in by one of the heirs of David Peter, Mr. James B. Beverly, at $14 per acre. The part of the land sold to General Rust contained about 270 acres. This deponent considers the bottom part of the Sugar Land farm the most inferior of any of the river bottoms in that neighborhood. Major George Peter has land adjoining, both bottom and upland, this Sugar Land farm, which he has been farming for nearly 30 years himself. I have no hesitation in saying, that when Mr. Hamilton Peter first came into our neighbourhood, and took charge of the farm belonging to the estate of David Peter, that I never knew a more sober, steady and attentive young man, or one who devoted his time and attention more closely to his business; and he continued so to conduct himself for about two years. I heard Mr. Hamilton Peter say, that he had been referred by Mr. James Alnutt for the statement he furnished of the transactions of the farm during his management, and that it was likely to give them more difficulty than any thing with which they had to contend; he remarked, that he believed it to be a correct statement at the time he furnished it, and still considered it such.

Mr. Hamilton Peter was perfectly sober at the time of this conversation. Mr. H. Peter said, that when he had been charged *by* pro-

ducing all the mischief by his statement, he said that the mischief had been produced by Mr. Beverly's letter. I understood that the two documents referred to were already on file in this cause. The deponent says, that Mr. Beverly carried with him to Virginia, a negro boy by the name of Sam, which I understood at the time had belonged to the estate of David Peter, and which Mr. Hamilton Peter confirmed by a subsequent statement; I suppose the boy was about fifteen, medium size, and from my recollection of a copper colour. I heard Mr. Hamilton Peter further state, that Mr. Ramsay had two servants belonging to the estate of David Peter, a boy by the name of Gusty, and a girl by the name of Margaret. This information I received from Mr. Hamilton Peter, on Sunday last.

JOHN P. C. PETER.

The deposition of G. W. Peter, a witness on the part of the complainant, of lawful age, being duly sworn, deposeth and saith: that he has heard read the preceeding deposition of John P. C. Peter, and concurs with him in opinion as to the quality and value of the farm belonging to the estate of David Peter in sugar lands—that he has known it for the same length of time of J. P. C. Peter, and perhaps more intimately, his farm adjoining it. He farther concurs with J. P. C. Peter as to the character of Hamilton Peter, for the two first years when he was in charge of the farm belonging to the estate of David Peter. He farther states, that he has worked a farm adjoining the farm of David Peter. His hill farm adjoining David Peter's farm, for several years after taking possession of it, after paying the expenses, brought him in debt. He considers David Peter's farm superior to his hill farm. He has also a farm adjoining, of bottom land, a land of David Peter, which he considers much more valuable, and for which he was offered by General Rust at the time he made the purchase from the estate of David Peter, forty dollars per acre. This farm is fully stocked with every thing requisite to work it advantageously, and contains about 300 acres, all of which is cleared unto about 30 acres. He farther states, that he does not believe, that with the exception of two years in eighteen, the time that he has worked this farm, that he ever realized more than twelve hundred dollars in a year, clear of expenses. He states, that he believes his bottom farm to be the best bottom farm in the neighborhood, and that for several years the two farms, united, very little more than cleared expences.

GEO. W. PETER.

The defendants object to the testimony of the two preceeding witnesses, on the ground of interest in the event of this suit.

The deposition of Mr. William Rabbit, a witness on the part of the complainant, of lawful age, having been duly sworn in due form of law, deposeth and says: that he knows that Mr. Ramsay had two servants in his possession belonging to the estate of David Peter,

to wit, Gusty and Margaret; he lived fourteen years on the farm of Thomas Peter, adjoining the farm of David Peter. I recollect for thirteen years, while I lived on the farm of Mr. Thomas Peter, that the blacksmithing of the farm of David Peter's estate was done at the shop of Major George Peter. I was the manager of Mr. James Alnutt; Mr. James Alnutt cultivated, about four years ago, one of the largest fields upon the hill part of Mr. David Peter's farm in the sugar lands, which he rented from Mr. James Peter; he paid two-fifths of the crops of corn and oats as rent; the largest and best part of the field was cultivated in corn, it was a very large field.—I divided the corn and oats with the widow of Mr. James Peter; the whole crop of corn, ninety-nine and a half barrels; he paid to the widow about forty barrels; he does not recollect the quantity of oats; they were made on the poorest part of the field.

WILLIAM RABIT.

The deposition of Samuel Pearce, witness on the part of the complainants, of lawful age, having been previously sworn in due form of law, deposeth and saith: that he rented a piece of land belonging to the estate of David Peter, near Poolesville, called "Difficulty;" he rented said farm about 14 or 15 years ago. It had been lay waste for a year before he knows, and might *of* been longer; it had no house upon it, the fencing was broken down in many places, the land very poor, the timber very scarce, and the rent he paid was for the first year, $50; the 2nd year, he paid the third of his crop, consisting of oats, rye and some wheat—about ten bushels of wheat, he delivered by the order of Major Peter, to Leonard D. Williams, who was manager on the farm of David Peter; the amount paid was $15 in money, and the oats delivered as above; the 3rd year, he paid $45, the 4th and 5th year he paid $30 per year, and the 6th and last year he paid $10; he thinks the farm laid idle from that time until it was sold.

SAMUEL PEARCE.

The deposition of Robert Dick, a witness on part of the complainants, of lawful age, having been duly sworn in due form of law, deposeth and saith: that he has been well acquainted with the Sugar Land farm belonging to the estate of David Peter ever since the year 1821; he says, a man by the name William Johnson, was manager on said farm at that time, and had been some years before; this deponent knows that Major Peter gave as much attention to said farm as he did to his own, visiting it almost daily, and always when he visited his own farm, except when he, Major Peter, was in Congress; that Major Peter was active, and endeavoured to improve the farm as much as he did his own; he says the farm improved very much during the time Major Peter had the management of it. He stated the names of managers on said Sugar Land farm, from the time he knew, was Johnson, Lewis, Kelly, Williams, and Hamilton Peter came next; this deponent knows, that Mrs. Peter,

the widow of David Peter, was supplied from the said farm with pork, beef, corn, oats and hay; he knows also that his grandmother, the mother of David Peter, was furnished from said farm with pork, beef and corn by an agreement with her sons, George Peter, Thomas Peter and David Peter, each of whom was bound to contribute one third of such provisions under and agreement made by them with their said mother, and that this was every year during the life of Mrs. Peter, mother of the said David Peter; and that wood and hay was furnished by Major Peter, and sometimes by other persons under this agreement; this deponent is the owner of several farms in Montgomery county, which are considered valuable; untill very lately, these farms have hardly paid the expences of managing them; he has for the last 19 years paid particular attention to them, and he has spent a good deal of money in improving them, more than they produced. This deponent is acquainted with the river field on the Sugar Land farm, formerly owned by the heirs of David Peter; he considers said field wet and unproductive; for a river field, it is very wet, one third of it in the spring of the year is swampy. This deponent knows a back field on the hill part of the Sugar Land farm, containing about 20 acres; it is spouty, and a poor field; he also knows the field on which the house stands, in which James Peter lived and died; there is about 30 acres of said field wet and poor; he thinks a part of it might be made meadow, about 10 acres, but not a very productive one; he was at the house of Mr. James Peter the morning of said James Peter's burial; he did not see any stock on the grain field, which he understood belonged to Thomas and Joseph Dawson.—This deponent says, he always understood that Mr. James B. Beverly took to Virginia a negro boy Sam, about 14 or 15 years old, belonging to the estate of David Peter—he also states, that Mr. Ramsay, one of the heirs of David Peter, got two negroes from the Sugar Land farm belonging to the estate of David Peter, named Gusty and Margaret. Hamilton Peter, one of the defendants in this suit, and one of the heirs of David Peter, admits that a negro boy named Henson, belonging to the estate of David Peter, ran away, was caught and sold by him; he sold said negro for $350; sixty-two dollars was given to him, Hamilton Peter, by Major Peter; the balance he knows was paid over by Major Peter, to James Peter, one of the heirs of David Peter, to defray the expences of apprehending said negro, and the balance for himself. The deponent, Robert Dick, farther states, that Mr. Hamilton Peter was sober and attentive to business for the space of two or three years after he took the management of the Sugar Land farm. This deponent says, Major Peter made but very little on his own farms for several years after 1821, after paying expences; he does not know what his profits were before 1821. This deponent says Major Peter clovered and plastered the Sugar Land farm as much as he did his own; he knows that Major Peter furnished the necessary clothing for the hands on said Sugar Land farm, fish, salt, &c.; he knows that the blacksmith

work for said farm was done at Major Peter's shop—he thinks $75 would be a reasonable bill for blacksmith work done on said farm per year.

ROB. DICK.

The deposition of Benjamin Welborn, a witness on the part of the complainants, of lawful age, having been previously sworn in due form of law, deposeth and saith: that he acted as manager for Major Peter, on his own farm, adjoining the farm of David Peter's heirs; that when he first managed the farm for Major Peter, a Mr. Johnson was manager on the sugar land farm of David Peter; afterwards, a Mr. Kelly, a Mr. Lewis and Mr. Leonard D. Williams; he remembers very well that the blacksmith work for the Sugar Land farm was done at the shop of Major Peter; he also knows that Major Peter would not permit his own blacksmith work to be done, in preference to that of the said Sugar Land farm, and that he recollects, that there was ironed at said shop a new ox cart and a new waggon body; all new and all old work was also done there. About the year 1829 or 1830, he recollects that, at the sale of Stephen Tuttle, (who was a tenant on the land of David Peter's heirs,) that Hamilton Peter, one of heirs of David Peter, purchased at said sale one black man, one two year old colt, and one colt one year old, a light plantation waggon and some shoats; he saw one of the creatures on the Sugar Land farm of David Peter's heirs afterwards, at work; he recollects that the waggon was bid off at $75; he does not recollect what Mr. Hamilton Peter paid for the other things beforementioned; he farther states, that the farm on which Stephen Tuttle had lived and died, and where the sale was, was called part of "Cider and Ginger." This deponent recollects, that on one occasion L. D. Williams, manager on the Sugar Land farm of David Peter's heirs, got of Major Peter 90 bushels of said wheat.

his
BENJAMIN ⋈ WELBORN.
mark.

The deposition of John Cross, (a witness on the part of the complainants) of lawful age, having been previously sworn in due form of law, deposeth and saith, that he was born and raised on the adjoining farm to the Sugar Land farm of David Peter's heirs, and that he has known it well ever since; that at the time David Peter come into possession of the said Sugar Land farm, there had been tenants on the hill part of said farm for many years: there were two tenants who had leases on said farm, one paid 1500, the other 1000 pounds of tobacco per year; there was a part of the lands of one of the above tenants, which did not belong to the Sugar Land farm of David Peter, about 8 or 10 acres, which was some of the best land; there was about 15 acres now belonging to the hill part of said Sugar Land farm, which was not in either of the above leases,

which was then and is now their land; this land which had been tenanted was their land, and had been worn down by hard working by said tenants, which originally was good land when cleared by said tenants; he knew that the Sugar Land farm, when under the management of Major Peter, was plastered and clover sown; the said farm improved under the management of Major Peter; the crops were better than they were in the latter years of the aforesaid tenants, and also of David Peter; he is well acquainted with the field called river field, on the bottom part of said farm, a part of which was good high land, and a part of which in swamp; the best part of that field was taken by the canal; the quantity of land was not large, but about eight acres of land, which was condemned by the canal company in 1828; there are wet parts in said field, and several swamps; the lower part of that field, he considers poor for river land, the quantity of which description is about 10 acres; a field on the hill part of said farm south of the river road, containing about 30 acres, was cleared of wood while under the management of Major Peter; the quantity now in meadow, the field including the swamp, is upward of 12 acres, a part of which was cleared by Major Peter; a considerable part of said meadow was wet, swampy land, and a part of it generally under water; Major Peter drained said meadow in a great measure by cutting a ditch; this land is still subject to be overflowed and the crops destroyed. This deponent considers the middle field on the bottom part of Sugar Land farm a pretty good field; it has one swamp in it; the lower end and the upper end of said field is not so good as the middle part. This deponent says the land cleared by Major Peter on this farm was pretty good land for tobacco, and he thinks it would be to the advantage of any farm to have land clear to make tobacco; Major Peter made tobacco on these lands so cleared by him; this deponent considered the said farm, at the time of David Peter's death, a pretty fair farm, but not so good as many others in that neighborhood; a good deal of thin on said farm; this is not a tobacco growing neighborhood, but principally grain; it does produce heavy tobacco, but not fine. A small part of the 30 acre field before spoken of, was cleared by a tenant before Major Peter had the management of said farm. This deponent was employed by Major Peter to proceed to Hagerstown, in pursuit of runaway negro belonging to the estate of David Peter, by the name of Dennis, in 1825; he took said negro out of jail, in Hagerstown, and sold him for $320; negroes *was* very low at that time; $260 was the remainder after paying the reward, jail expences &c., which was paid to Major Peter, as executor of David Peter. This deponent says, he thinks that on another occasion, he took from jail a negro man named Harrison, whom he delivered to Major Peter, in George Town; Major Peter paid the reward and expences, which amounted to about $45.

JOHN CROSS.

Mr. Robert Dick again called; says that the crops on the Sugar

Land farm *coon* some years were very good, and some years not good; crops of wheat were an average crop for such land in the neighbourhood; there was not much rye sowed, but were pretty good, that which was sown; crops of tobacco not very good in quality, nor large in quantity; made from 4 to 8 hogsheads per year, for about 4 years; he says the size of the farm is from 6 to 700 acres. The quantity of tobacco, wheat, rye and other produce, he does not know; this is not a tobacco growing neighbourhood. This deponent states that there is about 70 acres of swamp wood land on the said Sugar Land farm, in what is termed the bottom part of Sugar Land farm; he says the rye and corn raised upon said farm was pretty generally used on said farm; occasionally a few loads *was* sold.

ROBERT DICK.

The deposition of Thomas A. Cooley, (a witness on part of the complainants,) of lawful age, having been previously duly sworn in due form of law, deposeth and saith:

That he is the administrator of his brother, William Cooley, dec'd; he knows that William Cooley rented of Major Peter, executor of David Peter, a farm belonging to the estate of David Peter, which was the farm on which Patrick Byrne formerly lived, about 9 years ago; paid about $130 rent per year; he occupied said farm but one year; this deponent, as adm'r of his brother, paid said rent to James Peter, one of the heirs of David Peter.

THOMAS A. COOLEY.

The deposition of Benjamin Mackall, a witness on the part of the defendants, of lawful age, having been previously sworn in due form of law, deposeth and saith:

That about the year 1824 or 1825, he rented of Major Peter a farm of David Peter's estate, on which Patrick Byrne had previously lived; his rent was $150 per year; remained there but one year; Stephen Tuttle next occupied the farm; he never paid to Major Peter any rent for said farm; Major Peter never took any measures to recover the rent; Major Peter never applied for the rent while he remained on the farm, nor for 2 or 3 years afterwards; when Major Peter did call for said rent, it was by Leonard D. Williams, manager on the Sugar Land farm of David Peter; Major Peter lived in Georgetown, when he rented the farm; and when he moved from said farm, he thinks that Major Peter was in Congress at that time.

BENJAMIN MACKALL.

The deposition of Alexander Brome, (a witness on part of the complainants,) of lawful age, having been previously sworn in due form of law, deposeth and saith:

That he has frequently understood from Mr. Benjamin Mackall,

and Thomas Darby, that the property in said Mackall's possession was the property of said Darby, said Darby having purchased the said property at the sale of the creditors of said Mackall, while living in Frederick County, Md., and before said Mackall resided on the farm belonging to heirs of David Peter; and that after said sale, there was one of the negroes taken from the possession of said Mackall, under execution from the County Court, and sold by the sheriff, and the negro was then replevied by the said Darby, and taken out of the possession of the purchaser.

A. EROME.

The deft's objects to the foregoing deposition as not testimony.

The deposition of James N. Alnutt, (a witness on part of the defendants,) of lawful age, and being first duly sworn, deposeth and saith:

I have known the Sugar Land farm belonging to the heirs of David Peter, dec'd, since I was a boy; was raised and born within three miles of said farm, ever since, except one year. I consider it equal to the lands in the neighborhood, with the exception of the use of clover and plaster. I did consider it nearly as good as the other farms lying near it, from the year 1817 to the year 1827. I had not the same acquaintance with the farm from the year 1813 to the year 1817, as I had afterwards. I believe it worth six hundred dollars per annum rent, to a tenant at will, that is, to a man that would have the privilege to clear and cut down land every year. If it was in the same situation now that it was in at the period I name, and I was allowed the privilege of cutting down and clearing to the best advantage, I would give that rent for it now; I do not know what quantity of land was cut or cleared within the period mentioned by me; I would give six hundred dollars for the farm, annually, if it was in the state of cultivation it was within the period mentioned by me, if allowed to clear and cultivate five acres annually; there was a sufficiency of wood and timber when Hamilton Peter came on the farm to live. I think it would have been worth the sum specified, and would have kept the land in the same state it was in, if allowed to clear five acres and cultivate it to the best advantage annually, as when received. I know that James Peter cleared four or five acres on the north side of the river road, while he lived there and since his marriage, I believe, in the year 1835; and that said J. Peter cultivated the same; there is in the said farm or farms near seven hundred acres of land. I did act as assessor in the year 1831. I do not know the value put on the Sugar Land farm belonging to the heirs of David Peter, but do not think the value was as much as that of John P. C. Peter; I valued his farm at $22 per acre; I valued the bottom farm of David Peter, dec'd, at twenty-one dollars per acre, and the hill farm at thirteen

dollars per acre. I did not value the hill farm of David Peter, dec'd, at as much per acre as I did Major Geo. Peter's hill farm. I valued Major Peter's hill farm at $18 per acre. I did not value the bottom farm of David Peter, dec'd, at as much as I did Geo. W. Peter's bottom farm; I valued Geo. W. Peter's bottom farm at $30 per acre, David Peter's bottom farm having had no improvements for three or four years, and I further did not think the land as good

I do not know where John Cross was born and raised, but do know that he has lived in the neighborhood of David Peter's Sugar Land farm ever since I was a boy, or never lived out of it to my knowledge. I do not know, but think he ought to be as well acquainted with the Sugar Land farm of the late David Peter, as any man in the neighborhood. I know nothing to the contrary but that Mr. J. Cross stands fair as to character, and as to my knowledge, is a man of veracity. I have a small claim against the estate of James Peter, which sums of money Mrs. S. Peter has promised to pay me, who is the widow of James Peter. I have no claims against Mrs. Susan Peter, but am indebted to her for a small sum borrowed of her.

Some years since, Mr. Beverly wrote to me respecting the agency of the property of David Peter, dec'd; reference to his letter, which is hereunto annexed. My answer was, if Major Peter had given up the agency, and it was necessary to employ an agent, and we could agree, I would act as his agent. I think I never did see Mr. Beverly or receive any other communication from him, until he came over on this trial, a month or six weeks past.

I did cultivate a field on the hill farm of the late David Peter, in the year 1835 or 6. I do not know the quantity of land, but suppose it was from fifty to sixty acres. I think it composed one third of the cleared land on the north side of the river road. I made, as told by Mr. Rabbit, who was my manager, one hundred and twenty barrels of long corn, and the short corn I do not recollect. I paid one third of the corn rent to Mrs. Susan Peter, the widow of Jas. Peter. The field above stated, I planted the one-half in corn and the other half in oats. I made a fair crop of oats, and paid Mrs. Susan Peter two-fifths of the crop.

I did purchase of one Hamilton Peter a black mare. I agreed to give him thirty-five dollars for her. I did withhold a part of the purchase money for the damages done to my crop of corn and oats, which, by his wish, was to be left to Jos. N. Dawson. And Mr. Rabbit, Mr. Elisha W. Williams, and myself, *was* called on by Major Peter, in the presence of Geo. H. Peter, to make an appraisement of part of the personal property of David Peter, as represented to us by Major Geo. Peter, and showed to us by Hamilton Peter, one of the heirs of David Peter, represented to us as being all the personal property belonging to the estate, reference to a paper, except the negroes, signed by Elisha W. Williams and James N. Allnutt, which paper is annexed. Part of said property was afterwards sold

by Hamilton Peter, and the money applied to the payment of the taxes of the estate of David Peter, arrears amounting to one hundred and forty dollars and thirty-three cents. Said sum appears to have been paid by me, as I think from the face of the papers; the residue of the property was divided as nearly equal as possible between Hamilton Peter and Mrs. Susan H. Peter, the widow of Jas. Peter.

I do not know that Mr. Beverly ever employed an agent for any purpose whatever in regard to the property of David Peter, dec'd. I do not think the farm was as good in 1831, as it was in 1827. Hamilton and Jas. Peter was then on the land, and did not clover and plaster as well as while under the management of Major Peter. Up to the year 1827, there was clover and plaster sowed on it for some time after Hamilton Peter come on the place. I think there is from thirty to forty acres on the south side of the river road. A small part of said field was cleared previous to the year 1817; that is all the land that I know to have been cleared on the hill farm, and now attached to the bottom farm. There was a small piece cleared for meadow, the quantity I do not know, additional to the land above described. The field I had in cultivation, I rented of Jas. Peter, referred to in a former part of this deposition, had been cultivated in corn the year before, by Major Geo. Peter; there was a contract entered into by James Peter with Thomas Dawson, by which the said Thos. Dawson did cut a quantity of timber and wood, on the upland timber, and on the bottom timber and wood.

I recollect Mr. Jas. Peter's selling to Mr. Thos. Reed a bay or brown mare, which mare I had frequently seen at work on the farm, and was told by James Peter that she was a mare. He took in the division made between Hamilton and himself, of property on the farm. I would have given eighty dollars for her. Mrs. Susan Peter sold two horses that did belong to the estate of David Peter, dec'd, to Genl. Geo. Rust. I have purchased corn and rye more than once from Hamilton and James Peter both, the quantity I do not recollect, between the years 1830 and thirty-five. I did not pay any of the money to Major Peter. I own seven hundred acres or upwards of land; there is upwards of four hundred acres of open land. I have at this time, that I work on my farm and in my house, four men, seven women, and three boys above seven years of age, and I have seven under seven years of age; six working horses, and one yoke of oxen, and the necessary implements to work with.

Take it altogether, I expect this one of the best years for corn, wheat, tobacco, rye and oats. I think I shall make between two hundred and fifty and three hundred barrels of corn; I think I shall make between five and six hundred bushels of wheat; I have made about seventy bushels of rye; I think I shall make six hundred bushels of oats. A part of my wheat I got out early, and got it a little wet. My crop of tobacco I think will be equal to twelve hogsheads. One year, I did not make corn sufficient to serve me.

Some other years, I have made bad crops of wheat and corn; the gross am't is about eighteen hundred dollars, I think. I am feeding for pork, 20 hogs; I think I shall feed forty barrels of corn to the 20 hogs; and it takes me about fifty barrels for bread, including my white family. I think that my horses would consume at least seventy-five barrels of corn. I have thirty cut hogs, and I think it would take half a barrel of corn each, to winter them. There is other consumption than those ennumerated above, growing out of company, fowls and seed, I would suppose from five to ten barrels. And, after allowing the consumption of my farm and all the expences, such as blacksmiths' bills and other expences, I shall neat eleven hundred dollars the present year. I manufacture all my own servants' clothes at home; in doing which, I employ some of the hands enumerated above.

I would not consider my farm equal to the land of David Peter, dec'd, called the Sugar Land farm, in 1828. I think my farm has as much tillable land open as the Sugar Land farm; my farm has no river bottom on it; the farm that I now reside on sold for thirty dollars per acre, in the year 1815 or 16, when lands were higher than I ever knew them.

Dry Seneca creek runs through my farm; the lands lying on Dry Seneca are better than most of the lands in the neighborhood. I was examined in this case once before, as a witness before Nathan T. Hempstone, on the part of the defendants, and my answers, so far as I recollect, agreeable to the interrogatories put, were as near the same as the present. As to the value of David Peter's Sugar Land farm, I have not got the deposition formerly taken before N. T. Hempstone, to produce; it is now in the possession of Mr. Beverly; I do not refuse to produce it, but Mr. Beverly refuses to give it to me, that it may be annexed.

In the year 1836, I do not know how much wheat I made, but know it was less than in 1838, or the present year. I think it was three hundred bushels and upwards; it was the worst wheat year we have had of several years. I sowed about one hundred bushels; my crop of wheat in 1837, was not equal to my crop in 1838, or the present year.

The deposition of Nathan T. Hempstone, (a witness on part of the defendants,) of lawful age, being previously sworn in due form of law, deposeth and saith:

That, on the 10th day of October, 1839, depositions were taken before him, a justice of the peace, on the part of the defendants in this cause. Among the witnesses sworn to testify to the truth, the whole truth, and nothing but the truth, Leonard D. Williams was so sworn, and the following interrogatory was put to said Leo'd D. Williams:

Did you not live as overseer on the Sugar Land farm of David

Peter, the year succeeding his death, and for some years afterwards?

To which interrogatory, the said Williams answered, "I did, sir."

To another interrogatory put to him as follows:

Was not that a fine farm? Did you not make good crops, and was there not an ample force of hands on that farm?

To which the said Leonard D. Williams answered:

"It was a fine farm; I made good crops; I always pleased Major Peter, who was my employer, and there was a sufficient number of hands for that farm."

To another interrogatory put to the said Leonard D. Williams, as follows:

"Were the hands employed on that farm, the property of David Peter's estate, or not?"

To which the said Leonard D. Williams answered:

"I was informed by Major Peter, they were the property of David Peter."

To another interrogatory to the said Leonard D. Williams, put as follows:

"Were all the crops you made while there, accounted for to Major Geo. Peter, or not?"

To which he answered:

"I accounted to Major Geo. Peter for all the crops."

And this deponent states, that the aforegoing were all the interrogatories put to said Leonard D. Williams, and answers by him to said interrogatories. There was no person present acting for the complainants, and who put any interrogatories for them to said Leonard D. Williams.

Deponent further states, that James B. Beverly, one of the defendants, was present on that occasion, and put the foregoing interrogatories to Leonard D. Williams.

The said deposition of Leonard D. Williams was taken at Poolsville, in Montgomery county, Maryland.

N. T. HEMPSTONE, *J. P.*

The deposition of Elisha W. Williams, (a witness on part of the defendants,) of lawful age, having been previously sworn, deposeth and saith:

That he is well acquainted with Thomas Dawson and James N. Allnut, who have given their depositions in this cause; he says they are men of the highest respectability and standing, good farmers, and good judges of the value of property. He says that there are no two men who he would prefer to judge for him the value of property.

This deponent states, that he believes John Cross, also a witness in this cause, to be in every respect equal to the two gentlemen above alluded to, for character, experience, and judgment in valua-

tion of lands. He supposes that John Cross knows the Sugar Land Farm of David Peter, as well as either of the two gentlemen above mentioned.

This deponent says, that he exchanged, in a swap, a mare with Jas. Peter. He knows that Hamilton Peter, one of the heirs of David Peter, had two negroes of the estate of David Peter, Umphrey and Charity. He also recollects that Susan Peter, wife of James Peter, deceased, had three negroes belonging to the estate of David Peter. This deponent and William Chiswell were called on to appraise those negroes; one of the negroes, an old woman, was appraised at nothing; another old woman, appraised at $50; the third was a girl about 8 years old, appraised by us at $150, or $250. The said negroes were then in the possession of Mrs. Susan Peter, widow of James Peter, one of the heirs of David Peter, as was also a negro man named Abraham, belonging to said estate of David Peter.

This deponent states, that he is well acquainted with John P. C. Peter, George W. Peter, and Robert Dick, who have given testimony in this cause; he knows them to be good farmers, men of judgment, good judges of land, and whose opinion about the value of land is entitled to equal credit to the witnesses who have been named. He believes the three last named gentlemen are the nephews and intimate friends of Major George Peter, and a connexion, by marriage, to Mr. Beverly, one of the defendants in this cause, and related to the other defendants in this cause.

ELISHA W. WILLIAMS.

A continuation of James N. Allnutt's deposition.

My family at this time, white and black, consists of twenty-seven. My taxes were about sixty dollars last year, I think, which amount is also to be deducted from the eleven hundred dollars, which will leave, as far as I can think, one thousand and forty dollars as the neat profits of my farm for the present year. I did manage my father's farm three or four years; the proceeds *was* small; I do not recollect the amount. My father's farm was not as good as the lands of David Peter, deceased, called the Sugar Land Farm; he never used clover and plaster.

I heard a conversation between Hamilton and James Peter, or rather an altercation, in which Jas. Peter told Hamilton he had given to Major Peter a false statement. Hamilton afterwards told me, that Major Peter called on him for a statement, in which he said he had not put one hundred dollars *give* to his brother William, and thirty-eight or forty dollars paid Jas. B. Dawson for an ox cart; that he did not understand the statement, and that Jim was always cursing him about it.

The deponent said to Hamilton, you ought not give any statement that he did not understand.

JAS. N. ALLNUTT.

The deposition of Benoni Allnutt, (a witness on part of the complainants,) of lawful age, and having been previously sworn in due form of law, deposeth and saith:

That has known the Sugar Land Farm of David Peter for a long time; he knew the hill part of said farm in Robert Peter's lifetime, the father of David Peter, deceased; it was then thin land; it had been tenanted land for some time; the land was then pretty much worn down. He was not much on the farm during the time Major Peter managed it; he knew the land during David Peter's lifetime; the lands were improving very much during the time David Peter lived. The brother-in-law of deponent lived on said farm as manager for said David Peter, but moved away before David Peter died; the crops during that time *was* not heavy; the farm was principally laid out for improvement; he thinks David Peter*s* did not make much after paying expenses; his object was to improve his farm. This deponent knows that Major Peter continued so to improve said farm; he thinks the profits could not *of* been heavy while the land was so improving. He knows that about the time David Peter died the farmers in that neighborhood did not make much. He knows that Thomas Peter, about that time, was buying corn. He says that the effect of improving the land is, the crops also improve*s*; he knows that the farmers, at that period, *was* more for improving their farms than for making money from the cultivation of them; although the crops were generally better, their expenses *was* also greater.

BENO. ALLNUTT.

The deposition of Thomas B. Benson, (a witness on part of the complainants,) of lawful age, having been previously sworn in due form of law, deposeth and saith:

That H. Stiles and J. Wilson were tenants on the land of David Peter, called "Blue Hill and Beggars Lot," about the years 1831 and '32; they were extremely poor; their neighbors had to help them with bread and meat. He supposes Major Peter rented said farm to said tenants; he has heard Mr. B. Mackall, a tenant on the farm called "Cider and Ginger," say he had no available property; this was said in the year 1826, the year after he, the said Mackall, lived on the aforesaid farm. He says that said Mackall said all his property was sold in Frederick county, of this State, the year before he mowed the farm of David Peter; he, Mackall, had property on the farm of said Peter, which was said to belong to Thomas Darby.

THOS. B. BENSON.

The deposition of Richard P. Spates, (a witness on part of the complainants,) of lawful age, and having been previously sworn in due form of law, deposeth and saith:

That he is acquainted with a tract of land called "Difficulty,"

formerly belonging to the heirs of David Peter. He does not know that any person, except Samuel Pearce, has rented said farm since the houses were burnt, which was the time Leonard Piles rented it; *except* John M. Williams might *of* rented it one year; the land is poor, and timber scarce on said farm.

This deponent got corn from James Peter, one of the heirs of David Peter, from the Sugar Land Farm, in the year 1831 or '32.

This deponent has been a blacksmith from his 16th year to the present time; he says the blacksmith work of such a farm as that of the Sugar Land Farm of David Peter's heirs, is worth from $75 or $80 per year.

RICHARD B. SPATES.

The deposition of Robert Lyles, (a witness on part of the complainants,) of lawful age, having been previously sworn in due form of law, deposeth and saith:

That knows that James Peter, one of the heirs of David Peter, received of Erasmus Erp, a tenant on the farm of David Peter, the rent of one year; and that he, said Jas. Peter, paid this deponent part of the money so received.

ROBT. LYLES.

Hilleary Hoskinson, having been previously sworn and examined, is again examined, and says:

He now owns that farm called "Difficulty," formerly belonging to the heirs of David Peter; he rents out that farm, and his rents are ⅓ of the crops raised by the tenants. He says he sold his part of the wheat crop of the present year for $120; he thinks his rent for his part of the corn crop will amount to $50; he thinks that his portion of the oat crop is worth $30. All of which crops *was* raised this present year. He has owned it better than 3 years; he has sown clover on ⅔ of the cleared land since he has had it; he has sown 2 tons of plaster on said lands since he purchased it; he has not lain out any money in building since he has owned said land, and there is no building of any kind on the farm.

HILLEARY HOSKINSON.

The deposition of Joseph N. Dawson, (a witness on part of the defendants,) of lawful age, and having been previously sworn in due form of law, deposeth and saith:

He rented the river field, on the bottom part of the Sugar Land Farm of David Peters; he rented it of Hamilton Peter, one of the heirs of David Peter. He made 100 barrels of corn; he tilled about 40 acres; a large portion of the crop was drowned, and a large por-

tion of the balance very much swamped; this season was wetter than usual. This rainy weather occurred about June; it was in the year 1836; it was very wet at that time of the season. Major Peter remarked to me, that if it was a good season, this deponent ought to make 400 barrels of corn from the field he had then in cultivation. He says that he, himself, did not think it would produce that amount of corn. This deponent made a pretty fair crop of oats on the adjoining field, the same year.

This deponent says, he sowed about 30 bushels of oats in 1834, on the same field that Thomas Dawson and himself cultivated in wheat; he made 350 bushels, or thereabouts. He says the oats was not measured. He rented of James and Hamilton Peter, heirs of David Peter. Major Peter bought of Genl. Rust, who bought of the heirs of David Peter the bottom part of the said Sugar Land Farm, with some part of the hill, containing 269 acres, all of which is south of the river road, *a.* $30 per acre.

This deponent says, the farm was worth more to Major Peter, or Geo. W. Peter, than any other person, they having land adjoining said Sugar Land Farm.

JOSEPH N. DAWSON.

Poolsville, 23*d Nov.*, 1839.

I certify that the foregoing depositions were taken before the subscriber, a justice of the peace, in and for the county of Montgomery, in the State of Maryland, pursuant to the annexed notice; and that Robert P. Dunlop was present at the taking thereof, as the attorney for the complainants, and examined said witnesses; and James B. Beverly, one of the defendants, was also present, and examined said witnesses on the part of the defendants. Major George Peter was also present, and examined said witnesses. Mr. Hamilton Peter, one of the defendants, was present a part of the time; and said examination of witnesses was continued from the 20th to the 23d Nov., 1839.

In witness whereof, I do hereto subscribe my name and affix my seal, the day and year above written.

THO. S. REID. [L. S.]

The following costs *was* paid by the complainants in this cause, to wit: $43 19.

And the costs in this cause paid by the defendant, J. B. Beverly, are to the amount $22 00.

Nov. 23d, 1839.

THO. S. REID, *J. P.*

Deposition of John Peter.

THE BANK OF THE UNITED STATES, *vs.* JAMES B. BEVERLY, his wife, and others, heirs at law, and devisees of David Peter, deceased. } Circuit Court of the District of Columbia, Washington county.

To John P. Peter and Washington Peter, Esqs.

We request you, severally, to answer the following interrogatories, which are propounded on behalf of the defendants.

MARBURY,
For the Defts.

1. Are you, or not, interested in the event of the above suit?
2. Was, or not, Thomas Peter, late of Georgetown, D. C., deceased, your late father, bound as surety for Major George Peter in certain debts due from the said George Peter to the Bank of the United States, and the Union Bank of Georgetown?
3. Was, or not, George Peter, aforesaid, bound as surety or otherwise to the Bank of the United States, and the Union Bank of Georgetown, for sundry debts claimed to be owing from the estate of David Peter, deceased, severally, to the said banks? and was, or not, the estate of the said George Peter sold, and the proceeds thereof applied to pay said debts, or one of them, to a large amount?
4. In consequence of such sale and application of the proceeds of the estate of the said George Peter, to pay the debt so claimed by the said banks, or one of them, of David Peter, did, or not, the said estate fall short of paying the debts due from said George Peter, for which your said father was surety, and is not the estate of your said father liable now to make good the said deficiency?
5. Do you, or not, look to the recovery of the plaintiffs in the above action, to reimburse your said father's estate, for advances made therefrom for the payment of the debts of George Peter, or to relieve your father's estate from its liability to pay said debts? and are you, or not, interested in your father's estate being thus reimbursed or relieved?

MARBURY,
For the Defts.

The answers of John P. C. Peter, to the above interrogatories.

The answer of the first will be given in the fifth.

In replying to the 2, 3, and 4 interrogatories, I will state the transaction as I understood it transpired at the time, and I believe to be correct.

My father, the late Thomas Peter, was bound as surety for Major George Peter, in certain debts due from the said George Peter to the Bank of the United States, and the Union Bank of Georgetown. George Peter, aforesaid, was bound as surety to the Bank of the United States, and the Union Bank of Georgetown, for sundry debts due from the estate of David Peter, deceased, severally, to the said banks. Previous to the sale of the property of my father and George Peter, for the payment of their individual debts, a judgment had been obtained by the Union Bank of Georgetown, against George Peter, as surety for David Peter, for nine thousand dollars; the sale was permitted to progress, with the express understanding that this judgment should first be discharged, from the proceeds of the sale of George Peter's property. In consequence of the application of nine thousand dollars, from the sales of George Peter's property, to the payment of the aforesaid judgment obtained against George Peter, as security for David Peter, George Peter's property fell short eleven thousand dollars, in payment of his own debt, and for which my father's was surety. There was then nine thousand dollars from the proceeds of the sale of my father's property, over and above the payment of his own debt, applied to the payment of George Peter's debt, leaving George Peter still indebted to the banks about two thousand dollars, and to my father, from the advance made of nine thousand dollars.

In reply to the fifth interrogatory, I will state, that I look to the recovery of the plaintiffs in the above action as a mean by which George Peter may reimburse or release my father's estate; but not as the means by which, alone, either must be effected. I will farther state, that I am interested in the reimbursement of my father's estate, for all advances made, and its release from all liabilities.

JOHN P. C. PETER.

On this 18th day of January, 1840, personally appeared John P. C. Peter, before me, the subscriber, a justice of the peace for Montgomery county and State of Maryland, and made oath on the Holy Evangelist of Almighty God, that the above answers to the foregoing interrogatories are true, to the best of his knowledge and belief.

Sworn to before D. H. CANDLER.

BANK OF THE UNITED STATES *vs.* JAMES B. BEVERLY, and others. } In Chancery.

Depositions of Charles E. Eckle, and Ninian Beall.

The deposition of Charles E. Eckle, a witness on the part of the complainants, of lawful age, being duly sworn, deposeth and saith:

That he rented some ground of Leonard H. Johns, executor of

David Peter, situate in Georgetown, in the year (16th August) 1814—seventy-seven dollars per year—and paid the rent to Leonard H. Johns; that he paid rent to Mrs. Sarah Peter and to her sons for her, to the year 1820; and that on the 6th January, 1821, he paid the rent to James B. Beverly, for Mrs. Peter—from that time to the 30th June, 1824, he paid his rent to James B. Beverly and Mrs. Peter; that in the year 1822, his rent was reduced from $5 50 per front foot to four dollars per front foot, as appears by the annexed paper. Deponent verily believes that James B. Beverly, during the time he was collecting rent from him, also collected the rents from the other tenants on the estate of David Peter, in Georgetown. Deponent never paid any rent to Major George Peter.

Sworn to before me,

JAMES GETTYS, *J. Peace.*

5th December, 1839.

Receipt referred to in the above deposition.

Georgetown, June 20th, 1822.

Rec'd of Charles E. Eckell, nine dollars and seventy-five cents, being, as it appears from his receipt, in full of his ground rent to the 1 April, 1822.

J. B. BEVERLY,
for S. Peter.

For the present year Mr. Eckell's rent is reduced to four dollars pr. front foot. J. B. B.

Deposition of Ninian Beall.

BANK OF THE UNITED STATES
vs.
JAMES B. BEVERLY and others. } In Chancery.

The deposition of Ninian Beall, a witness on part of the complainants, being duly sworn, deposeth and saith:

That he was a tenant of David Peter's at the time of his death; he rented some ground in Georgetown, and paid rent to Leonard H. Johns, from the death of David Peter to the year 1821; that his rent, from that year, to the 10th June, 1828, he paid to John Holtzman, agent for the heirs of David Peter; deponent thinks he paid rent from the year 1811, to the year 1814, at the rate of $60 per year; that he paid rent at the rate of $100 per year, from that time to the year 1821. Deponent never paid any rent to Major George Peter. Deponent knows that James B. Beverly acted as agent for the estate of David Peter, in the year 1821, and when

Mr. Beverly first called on deponent for his rent, he refused to pay him, because he had rented the property of the executor of David Peter. Deponent recollects the circumstance well, for he had a difference with him on the subject. Deponent paid rent from August 1st, 1822, to July 1, 1828; part of the time at the rate of $44 per year, and part of the time at the rate of $33 per year, as appears by the receipts of John Holtzman, hereto annexed.

Sworn to before me,

JAMES GETTYS, *J. Peace.*

30th Nov., 1839.

Receipt referred to in the aforegoing deposition.

Mr. NINIAN BEALL,

To heirs of David Peter, dec'd, Wm. Peter's property, Dr.

For ground rent from 1st August, 1822, to 1st January, 1826—3 yrs. 5 mo., at $12 per qr.	$150 33⅓
Ditto, 1½ yrs. from 1st Jan., 1826, to 1st Oct. 1827, *a* $33 per yr.	57 75
Do. 1½ yrs. from 1st Oct., 1827, to 1st July, 1828, *a* $33 per yr.	24 75
	$232 83⅓

Cr. By bills rendered against heirs,	$179 81½	
Do. against W. Peter,	28 27	208 08½
Ballance,		$24 75

Rec'd, Georgetown, June 10th 1828, of Mr. Ninian Beall, payment for the above.

J. HOLTZMAN,
Attorney for D. Peter's Heirs.

BANK OF THE UNITED STATES
vs.
JAMES B. BEVERLY and others. } In Chancery.

Deposition of Robert Dick.

Robert Dick, a witness for the complainants, of lawful age, being duly sworn, deposeth and saith:

That he knew negroes, Wat and Bill, belonging to the estate of the late David Peter, who were put in the jail in Washington, by Mr. Wm. Ramsay, upon suspicion of setting fire to the Mansion-house in Georgetown; that Bill was sold by Mr. James Kincaid,

agent for the heirs of David Peter, and Wat was sent to the Sugar Land farm, because he could not well be sold, and was unfit for use, where he died; that he knew two negro women belonging to the estate of David Peter, named Sarah and Nance, both of whom died on the Sugar Land farm, about ten years ago—they were both cripples; that he also knew an old blind woman, named Poll, belonging to David Peter's estate, who died on said farm about eight or ten years ago; that he also knew a negro man, named Bill, who belonged to David Peter's estate, and ran away from said Sugar Land farm, in company with some negroes, belonging to Mr. John P. C. Peter—this he thinks was about seven years ago; said negro, deponent believes, was never recovered; he never returned to the Sugar Land farm.

ROBERT DICK.

Sworn to in open court.
Test: W. BRENT, *Clerk.*
4th December, 1839.

We admit the foregoing deposition as testimony.
R. P. DUNLOP, *For Complainants.*
JOHN MARBURY, *For Defendants.*

BANK OF THE UNITED STATES *vs.* J. B. BEVERLY and others. } In Chancery.

Deposition of William S. Nicholls.

The deposition of William S. Nicholls, a witness of lawful age, being duly sworn, on the part of the complainants, deposes and says:

I was long acquainted with the late Patrick Magruder, Col. George Magruder, and Lloyd Magruder, having known the two former from about the year 1800, to the period of their deaths; and Lloyd Magruder, from about the year 1808. Patrick Magruder ceased to be clerk of the House of Representatives of the United States, in January, 1815, having then resigned. From the time he left his office of clerk, above mentioned, he was considered, and I believe him to be, in insolvent circumstances; and he so continued insolvent, up to the time of his death. He was in debt to me for goods sold to him, for which I could never get paid, though I used my best efforts to collect the debt. Col. George Magruder, from about January, 1815, was also considered insolvent, and I believe was insolvent from January, 1815, to the time of his death. I was a director of the Union Bank of Georgetown, from the year 1813 to 1824 or 1825, without interruption, and afterwards for two

or three years at intervals. Lloyd Magruder was bound to the Union Bank, as endorser for his brother George in the sum of $4,700, which fell due, and was not renewed after the 17th January, 1815—he was also bound for him at the same time, on another note for $900, as Lloyd Magruder told me. After January, 1815, Lloyd Magruder has sued on said notes, in Montgomery County Court, Maryland; and judgment obtained against him. The records of the court will shew the dates of said judgment. As a director of the Union Bank, after judgment was obtained against Lloyd Magruder, I considered it doubtful, and so did the Board for many years, whether Lloyd Magruder would be able to pay the whole debt. Lloyd Magruder often told me in his life time, that if the Bank pressed him by a sale of his property, it would ruin him, and the Bank probably would not get their money. I did recommend forbearance and patience, and the great rise in the price of negroes has the settlement of the debt, as I am informed since the said Lloyd Magruder's death. In my opinion, and from the conversations I have had with Lloyd Magruder, I say he could not have paid such a debt.

DISTRICT OF COLUMBIA, *Washington County.*

On this 17th day of December, in the year 1839, personally appears William S. Nicholls, before the subscriber, a justice of the peace, in and for the County and District aforesaid, and made oath that the matters set forth in the foregoing deposition are true.

Sworn to before

J. I. STULL.

This deposition admitted as testimony, under the agreement.

MARBURY, *For Deft.*

Deposition of Robert Beverley.

I attended a sale at the Union Bank, in Georgetown, made by the executor of the late David Peter, 7th June, 1813, of certain lands of said David Peter, in Montgomery County, Maryland, *binding* on Potomac river, not more than nine miles from Georgetown. I bid ten dollars an acre for the land that was offered, which, according my recollection, would, at that price, have the purchase about twenty thousand dollars; a consider*ation* portion of which was to have been a cash payment. Mr. George Magruder had bid likewise for the land, and proposed to me to take half of it, and join me in the purchase; this I declined; and Mr. George Magruder then bid twelve and a half *and a half* cents per acre more, and became the purchaser of the land; this terminated the sale, and I retired. I think the terms of sale were, one third cash, and the remaining two, at one and two years with interest; but I

am not positive as to the terms, except that a *a* considerable part of the purchase money was to be cash. I am certain George Peter was present, and I think Leonard Johns, also. I remember the lands were advertised in the National Intelligencer, and from the notice so obtained, I *attached* the sale.

2nd. I always understood so.

3rd. In 1824, when I became President of the Union Bank, the board considered that the debt due from Lloyd Magruder to the Bank, was as much as his means could accomplish the payment of. I was repeatedly instructed by the board to watch that debt, and to coerce the payment of small curtailments, whenever they *coud* be had, by persuasion or menace. This I did, and many and oft were the trials I was subjected, in pressing Lloyd Magruder, who with tears in his eyes, declared that if his property was sold to *the* pay the debt, it *woud* leave his family destitute. A levy was made on the property, and as long as Lloyd Magruder lived, I was apprehensive the property would not pay the debt. By the long indulgence the Bank granted, a most remarkable advance upon the value of his negroes took place, and by a farther indulgence on the part of the Bank, this advance paid the debt, and left his farm untouched by the Bank.

4. The principal of the debt was fifty-six hundred dollars, in two notes, with interest from the seventeenth day of January, eighteen hundred and fifteen.

5. I never *shoud* have supposed from his representation of his affairs, that his property, up to the time of his death, was more than sufficient to have discharged his debt to the Union Bank.

ROBERT BEVERLEY.

Oct. 30, 1838.

Copy—Test: B. SELBY, *Clerk.*

Admitted as evidence under the agreement.

MARBURY.

Lease referred to in John Pickrell's Deposition.

George Peter, Sarah Peter, and Leonard H. Johns, to William A. Collins.

Recorded 11th June, 1816, in Liber A L, No. 36, Folios 491, &c.

This indenture, made this seventh day of June, one thousand eight hundred and sixteen, between Sarah Peter, executrix, George Peter and Leonard H. Johns, the executors of David Peter, late of Washington County and District of Columbia, of the one part, and William A. Collins, of the County and District aforesaid, of the other part: witnesseth, that the said

Sarah and George Peter, and Leonard H. Johns, executrix and executors as aforesaid, for and in consideration of the rents, covenants, and agreements, hereinafter mentioned and reserved on the part, and behalf of the said Sarah and George Peter, and Leonard H. Johns, to be paid, done and performed, hath granted, demised, leased, and to farm le*tten*, and by these presents doth grant, demise, lease, and to farm let, unto the said William A. Collins, his executors, administrators and assigns, the following piece, parcel, and portion of ground, lying and being in Georgetown, Washington County and District of Columbia, to wit: Beginning at the north-east corner or intersection of Causeway street with Water street; running thence with Water street fifty feet; thence easterly and parallel to Causeway street, twenty-four feet; thence southerly and parallel with Water street, fifty feet to Causeway street; thence westerly with *with* Causeway street to the beginning. To have and to hold the said piece, parcel and portion of ground above mentioned and described, unto the said William A. Collins, his executors, administrators and assigns, from the seventh day of June, eighteen hundred and seventeen, for and during the full end and term of fourteen years, from thence next ensuing, and fully to be completed and ended, yielding and paying therefore, yearly and every year, during the said term, unto the said Sarah and George Peter, and Leonard H. Johns, executors as aforesaid, their executors or administrators, the sum of one hundred and ninety-two dollars, current money of the United States, in quarterly payments, until the whole term of fourteen years shall end or expire. Provided, nevertheless, and it is the true intent and meaning of these presents, and of the parties hereunto, that if it shall happen that the said yearly rent of one hundred and ninety-two dollars hereby reserved, or any part thereof, should be behind or unpaid, by the space of ten days' rent, over or after either of the said days, whereon the same ought to be paid as aforesaid, the same being first lawfully demanded; that then and from thenceforth it shall, and may be lawful, to and for the said Sarah and George Peter, and Leonard H. Johns, their executors and administrators, into and upon the said demised premises, and every or any part or parcel thereof, with appurtenances, in the name of the whole, to enter, and the same to have again, repossess, and enjoy, as in their first and former estate or estates; and him, the said William A. Collins, his executors, administrators and assigns, and all and every other occupier or possessor of the said demised premises, from thence utterly expel, remove and put out, any thing in these presents contained to the contrary thereof in anywise notwithstanding.

And the said Wm. A. Collins, for himself, his heirs, executors and administrators, doth covenant, grant and agree to and with the said Sarah and George Peter and Leonard H. Johns, their executors, administrators and assigns, that he, the said Wm. A. Col-

lins, his executors, administrators and assigns, shall well and truly pay, or cause to be paid, unto the said Sarah and George Peter and Leonard H. Johns, their executors or assigns, the aforesaid yearly rent of one hundred and ninety-two dollars, at the days, and times, and in such manner and form as hereinbefore is limited and appointed for the payment thereof, according to the intent and meaning of these presents; and the said Sarah and George Peter and Leonard H. Johns, do, for themselves, their executors and administrators, covenant, grant and agree, to and with the said William A. Collins, his executors, administrators and assigns, that he, the said Wm. A. Collins, his executors, administrators and assigns, paying the rent, and performing all and singular the covenants and agreements before, in and by these presents comprised, reserved and contained, on his or their part or behalf, to be paid, done, performed and kept, shall, and lawfully may, peaceably and quietly, have, hold, occupy, possess and enjoy the said piece, parcel or portion of ground hereinbefore granted and demised, with the appurtenances, for and during the term of fourteen years, hereinbefore granted, without the lawful let, suit, trouble, molestation, eviction, expulsion, or interruption, of or by them, the said Sarah and George Peter and Leonard H. Johns, their executors, administrators or assigns, or of, by any other person or persons whomsoever, lawfully claiming or to claim, by, from, or under them, or any of them, or by or with their, or any of their privity, or consent, or assent, or procurement.

In witness whereof, the said Sarah and George Peter and Leonard H. Johns, as executors aforesaid, and Wm. A. Collins, have hereunto interchangeably set their hand and affixed their seals, the day and year first within written.

SARAH PETER, [L. S.]
GEO. PETER, [L. S.]
Ex. of D. P.
LEONARD H. JOHNS, [L. S.]
Executor of D. Peter,
his
WM. A. ⋈ COLLINS. [L. S.]
mark.

Signed, sealed and delivered in the presence of
JNO. PETER,
RICH. PARROTT.

DISTRICT OF COLUMBIA, *Washington County, sct:*

Be it remembered, that on this seventh day of June, before us, two of the justices of the peace, in and for the county and District aforesaid, personally appears Sarah Peter, George Peter, and Leonard H. Johns, executors of David Peter, and Wm. A. Collins, party to the within indenture of lease, and severally acknowledged

the said indenture of lease to be their act and deed, according to the purport, true intent and meaning thereof; order that the same may be recorded according to law.

Acknowledged before and certified by us.

RICH'D PARROTT,
JNO. PETER.

True copy—Test: W. BRENT, *Clk.*

ELIZA DAVIDSON, adm'x of Lewis G. Davidson, *vs.* LLOYD MAGRUDER, BURGESS WILLETT and WILLIAM HUDDLESTON. } March Term, 1836.

Judgment, debt $750 ct. mo., and $2,000 ct. mo.

Dam's and costs to be released on payment of debt, with int. from the 15th day of Oct'r, 1822, and costs. Costs $7 26⅔.

1823, January 7th, paid $50.

Copy—Test: BRICE SELBY, *Cl'k*
Montg'y County Court.

ELIZA DAVIDSON, ad'x of Lewis G. Davidson, *vs.* CHARLES B. MAGRUDER & JOHN A. CARTER, adm's of Lloyd Magruder. } March Term, 1838.

12th, fiat on sci. fa—debt $750 ct. mo., and $2,000 ct. mo., damages and costs. To be released on payment of debt, with int. from the 15th day of October, 1822, and costs. Costs $7 26⅔ cts., and costs on sci. fa.

1823, Jan'y 7th, paid $50.

1837, November 23d, paid $676 83 cts.

Copy—Test: BRICE SELBY, *Cl'k*
Montg'y County Court.

Admitted as evidence,—ROB'T P. DUNLOP, for Bk. of U. States.
J. B. BEVERLY.

LEWIS G. DAVIDSON, executor of Samuel Davidson, *vs.* LLOYD MAGRUDER. } November Term, 1817.

27th, judgment for pl'ff: debt $33,332 69 cts, ct. mo., and costs. To be released on payment of $16,666 33, ct. mo., with int. from the 4th of January, 1804, and costs—costs $6 68¼.

This judgment credited by the payment of $10,000, for one year's interest.

Appeal bond filed the 13th March, 1818, and sent to the Court of appeals.

Test: BRICE SELBY, *Cl'k*
Montg'y County Court.

Admitted as evidence,—ROB'T P. DUNLOP, for Bk. of U. States.
J. B. BEVERLY.

David Peter's Heirs, Dr.

1819.	To county tax *a* 75 cts., on $14,842 82, - -	$111 35
1820.	To county tax *a* 85 cts., on $10,294 02, - -	87 50
1821.	To county tax *a* 83 cts., on $10,294 02, - -	85 43
		$284 28

Credit.

1821.	By George Peter, in full being settled by him,	$284 28

E. E.: BRICE SELBY,
Late Collector of Montg'y County.

George Peter, Dr.

1820.	To Upton Beall for Sarah Peter and others,	$1 05
1821.	To Upton Beall for Sarah Peter and others,	2 03⅓
		$3 08⅓

E. E. BRICE SELBY,
Late Sh'ff of Montg'y County.

I do certify that the account of fees was settled with me by George Peter. BRICE SELBY, *Late Sh'ff.*

The above statement is admitted as evidence,—ROB'T P. DUNLOP, for Bk. U. States. J. B. BEVERLY.

David Peter's Heirs,

To A. T. Winsor, Dr.

1815.	To Am't of county tax - - -	$86 09
1816.	To do. do. - - - -	96 69
1817.	To do. do. - - - -	124 80
1818.	To do. do. - - - -	115 78
		$423 36

Cr.

1815, Oct.	Paid A. T. Winsor, by G. Peter,	$86 09	
1816, Dec'r 7.	Paid A. T. Winsor, - -	96 69	
1817, Oct. 18.	Paid A. T. W. by L. H. Johns,	124 80	
1818, Oct. 10.	Paid do. by same, -	115 78	$423 36

I have no knowledge by whom the 2nd pay't was made; the

other three payments were made as they are stated. Given under my hand this 18th day of November, 1839.

ARNOLD T. WINSOR,
Former Collector for Montg'y County.

I certify that I was collector of United States direct tax for Montgomery County for two years, and collected a considerable sum that was charged to the heirs of David Peter, the am't not known, the books being destroyed by fire in 1824. Given under my hand this 18th Novb., 1819.

ARNOLD T. WINSOR.

The first year's direct tax was more than the county tax; the 2nd year was only one half the first, or thereabouts.

ARNOLD T. WINSOR.

The within and foregoing statement of Mr. Winsor admitted as evidence—ROB'T P. DUNLOP, for Bk. of the U. States.

J. B. BEVERLEY.

THO. P. WILLSON, use of the President and Directors and Co. of the Bank of the United States,
vs.
GEORGE PETER.

Sci. fa. debt - - - - -	$1,468 43
Int. from 22d June, 1819.	
Cost, - - - - - -	6 06½
Ad. cost, - - - - -	3 20
Cr.	
1825, May 7th, paid $250; 1827, Jan'y, paid $100,	$350 00
1828, Aug't 8th, paid $100, - - -	100 00
1830, June 4th, pd. Clement Cox, as p. order to the Clerk of Montgomery County - -	$1,840 00
Shr'ff fee on $1,840 00, $58 72½.	

E. excepted. THO. P. W. VINSON, *Late Sh'ff.*

I make oath to the truth of the above statement; and I do further make oath, that the fi. fa., upon the above named judgment, was levied by me, as sheriff, upon George Peter's own property, and not upon the property of the heirs of David Peter; and that the poundage fee of the said fi. fa., amounting to $58 72, will be paid to me by George Peter.

ROB'T W. WILLETT.

The within admitted as evidence in lieu of the original record—R. P. DUNLOP, for Bk. of U. States.

J. B. BEVERLY.

Major George Peter,

To Thomas P. W. Vinson, late Sh'ff, Dr.

1830. To Ramsy Waters, for self and Sarah Peter, $1 20

To Tho. P. W. Vinson, for levying attachments on James Peter and Geo. H. Peter, from High Court of Chancery, - - - - 1 26⅓

$2 46⅓

The above am't was paid to me by Major George Peter.

THO. P. W. VINSON, *late Sh'ff.*

Admitted as evidence of the facts which it establishes—R. P. DUNLOP, for Bk. of U. States. J. B. BEVERLEY.

1838.

SARAH PETER and others, *vs.* JAMES B. BEVERLY and JANE, his wife—non est. } Chancery process at Annapolis, 1st Tuesday, Dec'r, 1838.

William H. Peter, attached, - - - 63⅓
George H. Peter, attached, - - - 63⅓
James Peter, attached, - - - 63⅓

1829. Same, *vs.* JAMES B. BEVERLY, and JANE, his wife—non est,—ELIZA PETER —non est. } Do. 2nd Tuesday, March, 1829.

William H. Peter, attached, - - - - 63⅓
George H. Peter, attached, - - - - 63⅓
James Peter, non est.

Same, *vs.* JAMES B. BEVERLY and JANE, his wife, ELIZA PETER, W. H. PETER, JAMES PETER, non est. } 2nd Monday May, 1839.

George H. Peter, attached, - - - - 63⅓

Same, *vs.* JAMES B. BEVERLY and JANE, his wife, ELIZA PETER, WM. H. PETER,—non est. } 2nd Tuesday March, 1830.

Geo. H. Peter, attached, - - - - 63⅓
James Peter, attached, - - - - 63⅓

Brought forward, - - -		$5 06⅔
Same, *vs.* Same,—non est the rest.	2nd Tuesday July, 1830.	
James H., attached, - - - - -		63⅓
		$5 70

E. excepted. THO. P. W. VINSON, *late Sh'ff.*

Received of Major George Peter the above am't in full.
$5 70. THO. P. W. VINSON.

Admitted as evidence of the facts this account establishes.
J. B. BEVERLEY.

David Peter's Heirs,
To Tho. P. W. Vinson, Collector Montgomery County, Md.

1828. To county tax *a* 84 c. on $6,929 40 cts., $5,557 40, 2d District, - - - - -		$58 21
To county tax *a* 84 c. on $1,639 62 in 3d District,		13 78
To do. *a* 84 c. on 1,725 00 in 4th District,		14 49
1829. To county tax *a* 89 c. on 6,929 40 in 2nd District,		61 68
To do. *a* 89 c. on 1,639 62 in 3d District,		14 56
To do. *a* 89 c. on 1,725 00 in 4th District,		15 36
1830. To do. *a* 84 c. on 6,929 40 in 2nd District,		58 21
To do. *a* 84 c. on 1,639 62 in 3d District,		13 78
To do. *a* 84 c. on 1,725 00 in 4th District,		14 49
		$264 56

Cr.

1828, Sept. 15th.	By cash of Jonathan Granger,	$40 00	
1829, Feb'y 18th.	By cash of George H. Peter,	46 48	
Aug't 11th.	By cash of Jonathan Granger,	5 00	
Dec'r 7th.	By cash of Fielder Darnall,	35 00	
1830, Jan'y 15th.	By cash of George H. Peter,	30 00	
" 27th.	By cash of Jonathan Granger,	20 00	
" "	By John Cross	7 83	
1831, March 8th.	By cash of George H. Peter,	74 00	$258 31
			$6 25

Admitted as evidence of the facts this ac. proves,—R. P. DUNLOP, for Bk. of U. States. J. B. BEVERLEY.

MONTGOMERY COUNTY, *to wit:*

On this 18th day of November, 1839, Thomas P. W. Vinson appeared before me, the subscriber, one of the justices of the peace in and for said county, and made oath on the Holy Evangely of Al-

mighty God, that the within statement of taxes due from the heirs of David Peter, the years when due, and by whom paid, is true as stated.

Before RO'T W. WILLETT.

David Peter's Heirs.

1825.	To county tax	*a* 90 c. on $6,929 40, - -		$62 37
	To ditto,	*a* 90 c. on 1,725 00, in 4th Dis't,		15 53
	To ditto,	*a* 90 c. on 1,639 62, in 3d Dis't,		14 76
1826.	To ditto,	*a* 92 c. on 1,639 62, in 3d Dis't,		15 09
	To ditto,	*a* 92 c. on 6,929 40, in 2nd Dis't,		63 75
	To ditto,	*a* 92 c. on 1,725 00, in 4th Dis't,		15 87
1827.	To ditto,	*a* 80 c. on 1,639 62, in 3d Dis't,		13 12
	To ditto,	*a* 80 c. on 1,725 00, in 4th Dis't,		13 80
	To ditto,	*a* 80 c. on 6,929 40, in 2nd Dis't,		55 44
				$269 73
	Int. on same, - -		$5 68	

1826, June 5th.	By cash p'd A. Lee, Esq'r,	50 00
Oct. 14th.	By cash p'd Jonathan Granger,	49 00
1828, Jan'y 15.	By cash p'd H. H. by Rezin Shaw,	100 00
June 16.	By cash p'd J. N. A.,	62 23
		$261 23

Major George Peter,

To H'y Harding, late Sh'ff.

1825.	To tax on renew'g sums for self, Sarah Peter, Leonard H. Johns, *vs.* George Magruder and others, - - - - - -	$1 00
	" on renew'g Do. *vs.* ditto, - -	1 75
1826.	" Ramsay Waters, for self and Sarah Peter,	86⅔
1827.	" R. Waters, for self, Sarah Peter and L. H. Johns,	70
		$4 31⅓

RICHARD WEST, *a* GEORGE PETER,

Fi. fa. d't, - - - - - - -	$650 00
In't from 22nd June, 1819, to 29th April, 1825, -	228 26
	878 26
Then paid by deposite in the Union Bank of Geo'town,	335 00
	543 26
Then in't from 29th April, 1825 to 7th May, 1825,	72⅔
	543 98⅔
Then paid H'y Harding - - - -	500 00
	$43 98⅔

Brought forward - - -	$43 98⅓
Then in't from 7th May, 1825, to 17th Nov'r, 1825,	1 39⅓
	45 37⅔
Cost, - - - - - - -	7 46⅔
	52 84⅓
Sheriff's fee, - - - - - -	30 16⅔
	$83 01

E. E'd. Pr. H'Y HARDING, *Sh'ff.*

MONTGOMERY COUNTY, *to wit :*

On this 18th November, 1839, Henry Harding appeared before me, a justice of the peace for said county, and made oath on the Holy Evangel*ly* of Almighty God, that, as collector of tax for Montgomery County, for the years 1825, '26 and '27, he collected the within ac. of $269 73, taxes, charged to David Peter's h'rs, from Major George Peter, of his agents, Rezin Shaw and Jona. Granger, being tenants upon the lands of David Peter's h'rs; and also, the annexed ac. for fees; and also, the annexed statement, Richard West, ag't George Peter, amounting to $918 01c.,—also paid by Major George Peter.

ROB'T W. WILLETT.

We agree to admit the foregoing deposition of Henry Harding, for what it can prove to the suit of Bank of the U. States *vs.* J. B. Beverly, and wife, and others.

ROBT. P. DUNLOP,
Att'y for B'k of the U. States.
J. B. BEVERLY.

David Peter's Heirs,

To Wm. O'Neale, jr., late Sh'ff and Coll'tr, Dr.

1831.—To county tax, at 89 cts. on $8857 80, in 3 dist.		$76 80
" To county tax, at 89 on $1820 40, in 4 dist.		16 20
" To county tax, at 89 on $2152 50, in 5 dist.		19 16
1832.—To county tax, at 91 on $8857 80, in 3 dist.		80 61
" To county tax, at 91 on $1820 40, in 4 dist.		16 57
" To county tax, at 91 on $2152 50, in 5 dist.		19 59
1833.—To county tax, at 86 on $8857 80, in 3 dist.		76 18
" To county tax, at 86 on $1820 40, in 4 dist.		15 66
" To county tax, at 86 on $2152 50, in 4 dist.		18 52
		$339 31

1832.	Contra	Cr.
Jan'y 25th.	By cash p'd T. Shad, by G. H. Peter,	$25 00
Ma'h. 21.	By cash p'd same, by same, - -	40 00

1832.	Brought forward, - - - -	$65 00
June 30.	By cash p'd same, by same, - -	5 00
Nov. 15.	By cash p'd R. R. Waters, by same, -	70 00
1837.	By cash p'd Wm. O'Neale, by R. Shaw,	39 26
	By cash p'd Hy. Busey, by Major G. Peter, -	175 47
		$354 73

Int. and sh'ff fee for distress, paid by Major G. Peter, $15 42.

We admit the above as testimony.

ROBT. P. DUNLOP,
For B'k of U. States.
J. B. BEVERLEY.

SARAH PETER, GEORGE PETER, LEONARD H. JOHNS,
a.
GEORGE MAGRUDER, JAMES B. BEVERLY, and others.

Filing bill and exhibits to July, 13⅓; appearance, 5; issuing subpœna, 13⅓; ordered publication, 6⅔; copy, 33⅓; renewing subpœna, 16⅔; filing certificate, 3⅓; continuance to September, 16⅔; appearance, 5; issuing attachment and subpœna, 33⅓; continuance to December, 16⅔; appearance, 5; renewing attachment and subpœna, 33⅓; continuance to March, 1823, 16⅔, - - $2 18⅓

1822.

RAMSAY WATERS, *Reg. Cur. Cou.*

Letter from J. B. Beverley to Major George Peter.

Geo. Town, 1 Sep., 1823.

Dear Sir:

Enclosed is nineteen dollars, half of the nett proceeds of two hogsheads of toba., which I got from Norton, one of the tenants on the mill-seat tract. The crop hogshead weighed 602, which I sold for $4. The 2d weighed 808, which brot. $3; producing the whole sum of $48 32. I had a good while ago ordered two distresses against Norton, but did not proceed to sell the things that were taken, because of his great poverty; the costs of the distresses, consequently, were to be paid out of the sales of the tob'o.; indeed, I was warranted for them. It stands thus:

Proceeds of tob'o. - - - -	$48 32
Costs of levying two distresses, &c., - -	10 58
	$37 74
Your half, - - - -	$18 87

Have you seen Johnson since I wrote you last. I am anxious to know whether he will engage with me, for I shall want him in this month. Will you let me know, as soon as you have seen him? I should have been glad to know the amount of Dr. Brewer's bill, that I might have sent up; for I regretted, very much, leaving the neighbourhood without settling it. Let me hear from you, relative to Johnson.

Yours, in haste,

J. B. BEVERLEY.

Admitted to be my handwriting.

J. B. BEVERLEY.

22 Nov., 1839.

Letter from J. B. Beverley to George Peter.

Dear Sir:

Abram is just on his way up. The overseer you sent down took the wheat to the mill, and, I suppose, received the money. Johnson started down yesterday and took Harry to drive the waggon. On the subject of the sale, you can best determine when it can be made; how soon the wheat, &c., can be sent to market. Perhaps it would be better to wait, so as not to follow Mr. Dunlop's sale too soon. Ramsay seems to think the personal property had better not be sold until enough of other property can be sold to pay off the debts. But, I am for as speedy a settlement of the estate as is possible. It is your duty, as exr., and very sure am I, that it is highly to your interest, personally, that the estate be quickly settled; and whatever difference of opinion there may be between R. and myself, you will always find me join heartily in any plan that will soonest discharge the debts of the estate. We shall, probably, see you before it will be time to have a sale. Can you not, in any manner, get the rents that are due above? Have you seen the tenant Boarman, who is about to leave, whe you were at the election, and will he pay before he leaves the place; for distress must be sent out against every body, unless they pay, who are going to leave their places.

In great haste, yours sincerely,

J. B. BEVERLEY.

Novr. 1, 1823.

I admit this letter to be in the handwriting of J. B. Beverley.

MARBURY.

Letter from J. B. Beverly to George Peter.

George Town, 9th Feby., 1824.

Dear Sir:

It has just occurred to me to remind you, to enquire of Mr. T. Dorsey, if you should see him at Annapolis; if not, to enquire at the chancery office, when a decree may be expected in the case

against Magruders, for the sale of the land. I regret that I had not thought of it sooner, as Mr. Dorsey has, most probably, been there during the winter.

Why does the Canal bill sleep on the table of the Senate? Is there any doubt of its passage? You see it has passed Virginia, and there is a project for raising $150,000 in that legislature, for that object, while there is doubt of its passage at home, and no possibility of getting a farthing, if it passes. 7/8's of the State of Virginia have no interested object in this work, but her pride urges her on, to sustain her high character. I see that Baltimore makes great complaints against your body, and I hope that there may be foundation for them. I am, at present, in great haste, or would touch upon other subjects; and particularly one that must be, now, mortifying to you, i. e. the splendid hopes of some of your ambitious friends.

I am yours, respectfully,
J. B. BEVERLEY.

Ramsay is off.

I admit this paper to be in the handwriting of James B. Beverley.
JNO. MARBURY.

Jan. 10, 1840.

Letter from J. B. Beverley to George Peter.

Dear Sir:

I send Mr. Soper and a hand for my cow and calf, and I hope they will not have to return without them. If they should be difficult to drive, you would much oblige me, by sending some one from the farm, as far as the ferry, with them. I have never heard whether the cow has a calf by your bull; it is extraordinary if she has not.

No young farmer's first crops *was* ever more disastrous than mine *has* been. My tob'o. (the two first firings,) is generally of a good colour, but the great rains spoiled the last; it is a small crop, there not being more than half the land cleared that poor Johnson reported, when he was in Geo. Town, in the spring. The wheat here is backward, there having been no rain since it was sown, until three or four days ago.

I congratulate you on your election. You are the only political man that I know that can recover from a defeat; with others, the first lost election seems to be a political outlawry. I was surprised to see that Washington was stronger than Warfield.

How does the cause of the canal stand, in Maryland?

William Peter tells me that you are an advocate for Crawford—I am glad to hear it, and hope he will get the electoral vote of your district.

Jane sends her regards to you, and Mrs. Freeland and Sally, to which, please add mine.

Yours, respectfully,
J. B. BEVERLEY.

Averel, 30th Oct., 1824.

I admit this paper to be in the handwriting of James B. Beverley.
JNO. MARBURY.

Jan. 10, 1840.

Letter from J. B. Beverley to James Olnutt.

Mr. Olnutt :

Mr. Hamilton Peter has informed me, that you are willing to undertake the collection of rents, in Montgomery County, for the heirs of David Peter. He does not say what commission you will require, but I promise the usual one, of 5 per ct. It is necessary to inform you, that I expect you to furnish security for the faithful performance of your agency. You will not understand me as intending the smallest imputation upon your character, by this; you are unknown to me, and the only information I have of you, is favorable; but it is a precaution and a requisite with me, in all business of this kind, of any importance. It is not in my power to see you, for my health will not permit me to ride so far now; therefore, I hope it will be convenient for you to come down here, to arrange the business; for it is of the highest importance that you be prepared, as soon as the year ends, to commence the collection. Hoping to see you very soon, I will defer what farther I have to say on the subject.

I am, respectfully, your ob't.,
J. B. BEVERLEY.

Geo. Town, 18th Dec., '30.

Claim.

Geo. Peter's acc't current against David Peter's estate.

Dr. The Estate of David Peter, deceased,
In account current with George Peter, Cr.

1813.—To cash paid manager's wages,	-	1	$133	33
1814.—To cash p'd for harvest expenses,	-	2	12	25
" To cash p'd manager's wages,	-	3	133	33
1815.—To cash p'd repairing waggon,	-	4	2	5
1816.—To cash p'd manager's wages, two years,		5	266	66
" To cash p'd J. Dowd, shoeing horses,	-	6	6	
1817.—To cash p'd manager's wages,	- -	7	133	33
" To cash p'd T. Swerengen ⅓ of claim, *vs.* R. Peter,	- - - -	8	175	
1818.—To cash p'd ironing waggon,	- -	9	5	
" To cash p'd for a plow farm,	- -	10	19	

1818.—To cash p'd Dr. Lyles, for a grey horse,	11	$50		
" To cash p'd for a plow for farm,	12	18		
" To cash p'd Dr. Ott's estate, his acc't, for three years,	13	30	42	
" To cash p'd Mrs. E. Peter,	14	143	32	
" To cash p'd for sawing,	15	6	25	
" To cash p'd manager (Johnston,) £60,	16	160		
1819.—To cash p'd Mrs. Sarah Peter,	17	100		
" To cash p'd Mrs. E. Peter,	18	166	66	
" To cash p'd Moulding, (wheelwright,)	19	20		
" To cash p'd for sawing laths for corn-house,	20	6	56	
" To cash p'd mason's work on farm,	21	5		
" To cash p'd G. Kincade, exr. of J. Kincade, 1828,	22	129	33	
" To cash p'd Key and Dunlop, for pro'l services,	23	8	15	
" To cash p'd Taylor, for sawing timber for farm,	24	11	50	
1820.—To cash p'd Mrs. E. Peter,	25	100		
" To cash p'd Mrs. E. Peter, by R. Dick,	26	66	66	
" To cash p'd Mrs. E. Peter,	27	100		
" To cash p'd Mrs. E. Peter, by R. Dick,	28	50		
" To cash p'd Bromley, city taxes,	29	210		
" To cash p'd Mrs. Sarah Peter,	30	400		
" To cash p'd for 4 bushels clover seed,	31	47		
" To cash p'd T. Roberson, for paving and hardware,	32	13	07	
" To cash p'd Wm. S. Nicholls, clothing for servants,	33	100		
" To cash p'd Dr. White's medical acc't,	34	20		
" To cash p'd Mrs. Sarah Peter,	35	79		
" To cash p'd Mrs. Sarah Peter, sent by R. Dick,	36	250		
" To cash p'd Mrs. Sarah Peter, sent by R. Dick,	37	105	25	
" To cash p'd manager for 1819 and 1820, £120,	38	380	00	
" To cash p'd Mrs. Sarah Peter, by her son Wm.,	39	100		
" To cash p'd Wm. Peter and manager, in search for run'y. negro,	40	30		
" To cash p'd Mrs. Sarah Peter, sent by R. Dick,	41	150		
" To cash p'd Mrs. Sarah Peter, by self,	42	140		
" To cash p'd Berry, for a set of bags,	43	10		
" To cash p'd in exchange for a horse,	44	30		
" To cash p'd for a new waggon, for farm,	45	130		

1820.—To cash p'd Mrs. J. Beverley, for Mrs. Sarah Peter,	-	-	46	$100
1821.—To cash p'd Mrs. Sarah Peter, by R. Dick,			47	50
" To cash p'd Mrs. Sarah Peter,	-	-	48	133 33
" To cash p'd manager, (Johnson,) in search for Humphrey, omitted to be charged in 1819,	-	-	49	50
" To cash p'd court fees,	-	-	50	
" To cash p'd court fees in chan'y, in Montg. District,	-	-	51	
" To cash p'd Mrs. E. Peter,	-	-	52	133 33
" To cash p'd Mrs. E. Peter,	-	-	53	100
" To cash p'd Mrs. E. Peter, by R. Dick,			54	50
" To cash p'd Mrs. E. Peter,	-	-	55	66 66
" To cash p'd Dr. Sem's account, $\frac{1}{3}$,		-	56	194 66
" To cash p'd Wm. Dawson ac't. taxes and court fees,	-	-	57	150
1822.—To cash p'd Johnson,	-	-	58	50
" To cash p'd for wood, for Mrs. E. Peter,			59	26
" To cash p'd Redman, for taxes,	-	-	60	14 87
" To cash p'd Adams, for wood for Mrs. E. Peter,	-	-	61	26 75
" To cash p'd Wm. Thompson, for taxes,			62	200
" To cash p'd J. Mountz, taxes,	-		63	6 80
" To cash p'd Sheriff Montg. County,		-	64	60 96
" To cash p'd Mrs. Sarah Peter, per son Wm.,			65	50
" To cash p'd Mrs. S. Peter,	-	-	66	75
" To cash p'd Dr. Lyles, for medical services,			67	30 08
" To cash p'd for cooper'g. tobacco,		-	68	5
" To cash p'd D. Clagett, for clothing for servants,	-	-	69	63 90
" To cash p'd Hodges, clothing for 1818, for farm,	-	-	70	22
" To cash p'd Mrs. Walter, for weaving,	-		71	5
" To cash p'd J. Huet, register of wills,	-		72	5 96
" To cash p'd Kennady, for 9 bls. fish for farm,			73	29 25
" To cash p'd for 2 horses, for farm,		-	74	120
" To cash p'd Mrs. S. Peter, for Mrs. Ramsay,			75	100
" To cash p'd Mrs. Sarah Peter,	-	-	76	50
" To cash p'd manager, (Johnson,) for 1821 and 22,	-	-	77	380
1823.—To cash p'd Wm. Peter, to purchase clothing,			78	20
" To cash p'd Wm. Peter, for clothing for Haml'n and James,	-	-	79	50
" To cash p'd Wm. to pay Parsons for shoes,			80	15
" To cash p'd Dr. Sims' acc't and D. Clagett's acc't for cloth'g.,	-	-	81	154 82
" To cash p'd for sawing for farm,		-	82	2 90

1823.—To cash p'd for a horse, purchased at Duval's sale,	83	$40		
" To cash p'd for wheelwright and carpenter work, for farm,	84	47		
" To cash p'd Dr. Williams, for med'l services for farm,	85	15		
" To cash p'd carpenter's work and for baskets,	86	11	75	
" To cash p'd Moulding, wheelwright,	87	25		
" To cash p'd T. Peter, for balance of his acc't,	88	54	40	
" To cash p'd for a horse for farm,	89	70		
" To cash p'd manager, (Lewis,)	90	133	33	
" To cash p'd Clement's large amount, for three years taxes, Montgomery,				
1824.—To cash p'd Wm. Peter,	91	15		
1825.—To cash p'd Hamilton and James,	92	10		
" To cash p'd carpenter's work at farm,	93	38	70	
" To cash p'd Crittenden, in acc't taxes for Brice Selby,	94	39	70	
" To cash p'd overseer, and 4 bush's clover seed,	95	35		
1826.—To cash p'd Hamilton and James, for hats,	96	10		
" To cash paid Dr. Brewer for Mr. Beverly,	97	5		
" (wright,)	98	140		
" To cash paid Lansdale, D. sheriff, for estate,	99	4	39	
" To cash paid H. Harding, sheriff and court fees,	100	1	60	
" To cash paid doctor's bill at Beverley's,	101	50		
" To cash paid for carpenter's work and salt,	102	22	50	
" To cash paid to Hamilton & James for hats,	103	10		
" To cash forwarded Hamilton & James at Carlisle,	104	80		
" To cash forwarded Hamilton & James at Carlisle,	105	144		
" To cash for Hambleton & James,	106	11	5	
" To cash paid Lansdale (sheriff,)	107	4	39½	
" To cash paid Henry Harding, court fees,	108	1	60	
1828.—To cash paid Richard West on account of judgment,	109	1153	1	
" To cash paid Wm. S. Nicholls' balance of account,	110	7	65	
" To cash paid T. P. Wilson's judgment ($2,424 38 in ex'r acc't,)				
" To cash paid to J. Peter,	111	20		
" To cash paid Hambleton to pay Dr. James, and for flannel,	112	15		
" To cash paid Dr. White's medical bill,	113	20		

1828.—To cash paid Wm. Peter's note,		114	$104	
" To cash paid Col. Vinson for taxes,		115	46	48
1829.—To cash paid James Peter to go to Marlborough, pr. R. Dick,		116	15	
" To cash paid Beeding & Hempsted 3 bush. clover seed,		117	15	75
" To cash paid H. Harding, int'st due by the estate,		118	5	68
" To do. paid R. Dick propor'n suit vs. the heirs of T. B. Beall,		119	38	33
" To cash paid for sheep, clothing, and for mare the season,		120	47	
" To ditto for clothing,		121	15	
To 19 years' black-smith's account, at $75 per year, (hereafter in 2d acc't,)			1425	
To allowance for commission not charged, *a* for moneys received and paid away,			9365	95
To cash received from tenants on Mill-seat land, more than half being mine, which has been received by L. Johns, Mrs. Peter, and J. B. Beverly, from the death of David Peter until the agency of Mr. J. Kincade, which I have not yet had any credit for by the estate.				

GEO. PETER.

Cr.

1818.—By cash received for rent of tenements,		$240	
1819.—By cash received for rent of tenements,		45	
" By cash received for crop,		100	
1820.—By cash received for tenements,		79	
" By cash received for tenements,		250	
" By cash received for crop,		30	
" By cash received for crop,		50	
" By cash received for crop,		98	82
" By cash received for crop,		200	
1821.—By cash received from tenements,		150	
" By cash received from ditto,		100	
" By cash received from on acc't ship Allegany,		912	48
" By cash received from tenements,		50	
" By cash received on account of crop,		297	
" By cash received from tenements,		100	
1822.—By cash received from tenements,		55	
" By cash received from tenements,		100	

1822.—By cash received for an old woman, - -		$100
1824.—By ditto for runaway negro, after deducting expenses, - - - - -		268
1825—.By ditto for negroes, after deducting expenses, (1453) - - - - -		1085
" By ditto for rent, - - - - -		50
" By ditto received from for rent, -		80
" By ditto received on account of rent, (1828)		97
		$4538 18
Already charged to the executors,		2365 48
		$2172 70

By cash on account ship Allegany, received by T. Peter, and paid over to Branch Bank (Washington) on account of judgment of T. P. Wilson.

By cash from Dr. Duvall, (Frederick County) paid balance of judgment T. P. Wilson in Branch Bank, small balance being left in said bank, and ought to be there now.

From the death of David Peter (deceased,) the funds of the estate, consisting of rents, crops, &c., went mostly into the hands of L. Johns, who kept the books and accounts, received payments, and made disbursements, about the year '21. A difference took place between Mrs. Peter, Mr. Beverly, and Mr. Johns. Collections and payments were principally made to Mrs. Peter and Mr. Beverly, until Mr. Beverly moved to Virginia, and subsequently to Mr. Kincade, appointed at the request of Mr. Beverly. Reference to accounts of said Kincade will shew the fact.

For the last five and six years the farm has been under the management of H. Peter; he must account for the crops, surplus principally used by him and James, the rents of the few tenements principally collected by Hambleton & James, for the last five years.

GEO. PETER.

STATE OF MARYLAND, MONTGOMERY COUNTY, *to wit:*

On this 22d day of November, 1838, personally appeared George Peter before me, a Justice of the Peace in and for said county, and made oath on the Holy Evangely of Almighty God, that all the statements on this paper of debts and credits are just and true, as made; and that he has not, directly or indirectly, used any part or parcel of the assets of the estate, and herein mentioned, more than the credits therein given, to the best of his knowledge and belief.

Sworn before me,

WM. DARNE.

Geo. Peter's Claim.

George Peter's separate account against the estate of David Peter, mentioned in the Auditor's report of the 10th Dec'r., 1833, and at that time suspended.

Amount of debits in said account,		$9,365 95
From which deduct, viz:		
Sundry payments made to Mrs. Elizabeth Peter, the whole allowance having been already credited to the executors in Auditor's report, 10th December, 1833, viz:		
Cash paid Mrs. Elizabeth Peter in 1818,	$143 32	
1819,	166 66	
1820,	166 66	
"	150	
1821,	349 99	
1822,	26 00	
"	26 75	1,029 38
		$8,336 57
Deduct also the following charges, the same being entered, the former audit, viz:		
Paid J. Kincade in 1819,	$129 33	
Paid R. West on acc't of his judgment in 1828, - - - - -	1,153 01	1,282 34
		$7,054 23
Deduct also,		
Payment to J. Beverly in 1820,	210 00	
to Thompson in 1822,	200 00	
to Mountz "	6 80	416 80
		$6,637 43
These charges having been allowed in the former statement, 10th December, 1833.		
Overpaid manager in 1820, $380 instead of $360,		20 00
		$6,617 43
Deduct for this sum, paid Doct. Sims for Mrs. Elizabeth Peter in 1821, - - - - -		194 66
		$6,422 77
The whole amount of his credits for money received, as stated in his account,	$4,538 18	

Brought forward, - - -		$4,538 18	$6,422 77
Deduct these sums already charged in former audit, viz:			
Received on acc't ship Allegany, - - -	$912 48		
Received for negroes,	1,453 00	2,365 48	$2,172 70
			$4,250 07
To blacksmith's bill, charged for 19 years, at $75 per annum, from which deduct for the years 1815, 16, 18 and 1820, being 15 years, - - -			1,125 00
To this sum paid Brice Selby for taxes in Montgomery County in 1821, - -		$284 28	
Costs, - - - - -		3 08⅓	287 36⅓
Paid T. P. W. Vinson, costs, - - -			2 46⅓
Paid A. T. Winsor county tax in 1818,			86 09
Paid poundage fee to sheriff of Montgomery County on suit, T. P. Wilson use U. States Bank, 1830,			58 72½
Paid T. P. W. Vinson sheriff's costs,			5 70
Paid Henry Harding sheriff's costs,			4 31⅔
Paid H. Busey for taxes, 1837,			175 47
Paid sheriff fees for distress,			15 42½
Paid H. Harding sheriff's costs at suit *vs.* Magruder, - - - - - -			4 31⅔
Paid by R. P. Dunlop to commissioner and witnesses in taking testimony, 1839, - - -			11 25
			$6,026 19⅓

JOSEPH FORREST, *Aud'r.*

10th Nov'r., 1840.

Claim.—Geo. Peter's Account.

The estate of David Peter, deceased, to George Peter, surviving executor.

1833.

Dec'r., 10.—For balance reported this day by the auditor, and allowed by court,			$17,539 61
Interest on the following items, the principal of which are included in the above:			
Amount paid Richard West's claim,	$1,153 01		
" Thos. P. Wilson's do.	2,424 38		
" Union Bank, Georgetown,	9,097 56		
		$12,674 95	
From 10 Dec'r., 1833, till Dec'r., 1837, 4 years,			$3,041 98

Brought forward, - - - -			$20,581 59
For the amount of account suspended in the audit of 10 Dec'r., 1833, as now corrected, statement of which is herewith, - - - - -			6,026 19
			$26,607 78
By sales of property per your statement, viz:			
Received in cash, - -		$13,076 02	
Due on sales made 24 May, 1836, at 1 and 2 years, in suit,		3,625 16	
Due on sales 11 Dec'r., 1838,		1,376 87	
Due on sales 18 May, 1839,		1,750 82	
		$19,828 87	
Deduct this sum, being for taxes, redeeming property, advertising, auction costs, solicitor's and other costs, statement B.,	$1,323 78		
Commission, as executor on $19,828 87 *a* 5 per cent.,	991,43	2,315 21	
			$17,513 66

The executor has yet to dispose of a tract of land, called Dulin's farm, in Montgomery, about 2000 acres; and 7 lots in the city of Washington; also the amount due from the Chesapeake and Ohio canal for damages awarded, amounting to $2,873 15, with interest from 24 June, 1835, which sum was on that day drawn by Geo. B. Magruder.

Claim.—Bank of the U. States.

Bank U. States, Geo. Peter's notes,	$20,789 00
Interest from 12 Nov., 1822, to 12 Nov., 1840, 18 years, - - - - - -	22,452 12
Protest, - - - - - -	1 75
Ditto, - - - - - -	1,360 00
Interest from 12 Nov., 1822, to 12 Nov., 1840, 18 years, - - - - - -	1,468 80
Protest, - - - - - -	1 75
Costs of suit estimated, - - - -	45 83
	$46,119 25

Note transferred from Union Bank.

Due 29th Oct., 1825, - - - -	$7,784 31
Interest on $7,572 61 from 29 Oct., 1825, to	
Protest, - - - - - -	1 75

Deduct, paid 5 Dec., 1825,	$50	
31 Mar., 1827,	400	
3 Oct., "	100	$550 00
Costs of suit, - - - - -		$45 83

Estimate of Rents, for 13 years, $8,280 85.

Estimate of rents of David Peter's estate, in the District of Columbia.

The amount of rents collected by J. Kincaid during his agency, from 1824 to 1827 inclusive, is, per his account, No. 1, - - - -	$4,154 17
From which deduct his commission, 5 per cent.,	207 70
(Charged to the executors,) - - -	$3,946 47
This sum gave the annual income of	$911 62
Rents unaccounted for from 1813 till 1823 inclusive, being prior to the agency of Kincaid, 11 years.	
From 1828 to '29 inclusive, 2 years.	
13 years a'g to 11,62, is - - - -	$10,351 06
Deduct for repairs of houses, losses in collection, &c., estimated at 20 per cent.,	2,070 21
For net proceeds of the rents for 13 years,	$8,280 85

Power of Attorney to J. Kincaid to collect Rents.

Power of Attorney from J. B. Beverly to James Kincaid to collect Rents.

I hereby authorize and empower James Kincaid of George Town, as far as I am interested and concerned in the estate of the late David Peter, dec'd, of George Town, for me and in my name, to demand, collect, receive, distrain for, and recover all such proportion of rents, whether in arrear, or hereafter to accrue, and profits of the estate of David Peter, dec'd, as I am entitled to.

Witness my hand and seal, this 1st day of July, 1824.

J. B. BEVERLEY. [L. S.]

Dear Sir:

I have written to Maj. Peter to send you a power of attorney also, which he will do very soon. I have stated some country tenants, because I think you may collect from them without much trouble. Those that are near the town, 3 miles off, I imagined not too far for you to give your personal attention to. I should be glad

to know occasionally what success you have in collections. There is a balance of the county tax for 1823, due, about $11, which I promised I would pay out of the first money collected; but I have no money of the estate in my hands, and, therefore, leave it unpaid. I would be much obliged to you to pay it out of the first money collected. They are in the hands of the collector. Be strict with the tenants, and endeavor, if possible, to make them punctual to the quarter; and exercise your discretion and judgment as to the indulgencies which they will no doubt want.

Yours, &c.,

J. B. BEVERLEY.

MR. KINCAID.

I have given an order on J. Howard for the $11 of taxes, which, if he pays, must be credited to him. If he does not pay, I would thank you to pay it out of the first money collected.

J. B. B.

Accounts of Monies collected for the Estate of the late David Peter.

Statement No. 1.

1831.			
February,	of Chas. E. Eckel, for rent to 31 Dec., 1830,		$42 00
	Thomas Hilton, 10 Feb., 1831,		41 25
	Mrs. Scallan, on account,		5 00
March,	of Peter Williams, do		75 00
	Rich'd Brown, do		9 00
	N. B. Jackson, do		6 75
	L. M. Wilson, to 14 Jan'ry, 1831		105 00
	Vincent King, 15 Feb'ry		100 00
April,	of John Wilson, on account		30 00
	R. A. Brown, do		5 00
	Mrs. Scallan, do		5 00
	Marg't Hurley, to 4th inst.		4 00
	Mrs. Scallan, on account		5 00
May,	of Raphael Norris, do		7 00
	Mar'gt Hurley, to 4th inst.		4 00
	Mrs. Scallan, on account		5 00
June,	of do do		7 00
	Raphael Norris, do		6 00
July,	of Ninian Beall, to 1st inst.		33 00
	Mrs. Scallan, on account		5 00
	Raph'l Norris, do		10 00
August,	of O. Garret, on account		13 00
	Mrs. Scallan do		5 00
	L. M. Wilson, to 15th July		70 00
	Thos. Hilton, 10th Aug't		27 50

1831.			
	Reuben Daw, on month to 15th	-	$4 00
September,	of Mrs. Scallan, on account	- -	5 00
	R. A. Brown do	- -	25 00
	P. Williams, in full to 31 Dec. 1830	-	25 00
	Reuben Daw, to 15th	- -	4 00
October,	of Mrs. Scallan, on account	- -	5 00
	Raph'l Norris do	- -	13 25
	John Wilson do	- -	30 00
	Reuben Daw, to 15th	- - -	4 00
November,	of Mrs. Scallan, on account	- -	5 00
	R. A. Brown do	- -	5 00
	Raph'l Norris do	- -	10 00
	Reuben Daw, to 15th	- -	4 00
December,	of Rich'd A. Brown, to 4th Nov. in full	-	14 25
	Sam'l Whithall, for the grass of Peter Grove		12 00
1832.			
January,	of Reuben Daw, in full to 31 Dec. 1831	-	14 67
	Peter Williams, on account	- -	50 00
February,	of Mrs. Scallan, in full to 31 Dec. 1831	-	26 00
March,	of Thos. Hilton, to 10 Feb.	- -	27 50
	P. Waugh, on account	- -	27 00
	J. C. Dunn, in full to 15 Nov. 1831	-	125 00
	Reuben Daw, to 29 Feb.	- -	16 67
	R. H. L. Villard, on account	- -	15 00
	C. E. Eckel, to 31st Dec. 1831	-	28 00
	G. B. Magruder, in part of rent of Fishing Rocks	- - -	20 00
April,	of Ralph'l Norris, on account	- -	10 00
May,	of Hy. Lane, to 1st inst.	- - -	7 00
	Reuben Daw	- - -	16 67
	Rob. T. Callan, to 1st April	- -	18 75
	Wm. Collins, rent of Fishing Rocks for the present year	- - -	20 00
June,	of Hy. Lane, to 30th inst.	- -	7 00
July,	of John Wilson, on account	- -	30 00
August,	of Reuben Daw, to 1 July	- -	16 67
	R. H. Villard, to 15 May	- -	17 50
	Raph'l Norris, on account	- -	7 00
	Hy. Lane, to 31st	- - -	7 00
	Jereh. Orme, paid in Feb. one year, to 21 June, 1832	- - -	70 00
September,	of Do. to July	- - - -	35 00
	Rob. Scallan	- - - -	18 75
	Reuben Daw, 1st Sept'r	- -	16 67
October,	of Harriet Holley, on account	- -	3 50
	Chas. Cole do	- -	1 50
	Raph'l Norris do	- -	7 25

1832.			
November,	of Thos. Hilton, to 10 Nov.	- -	$41 25
	Hy. Lane, to 1st inst.	- - -	7 00
	H. Holley, on account	- -	3 50
	Reuben Daw, to 1st inst.	- -	16 67
December,	of Mrs. Lattimore, due 1st inst.	- -	37 50
	Chs. Cole, on account	- -	3 25
	Raph'l Norris do	- - -	6 00
	P. Williams, to 31 Dec. 1831	- -	50 00
1833.			
January,	of R. H. L. Villard, on account	- -	20 00
	L. M. Wilson, on account	- -	100 00
	Hy. Lane, to 1st inst.	- -	7 00
	Reuben Daw do	- -	16 67
	John Wilson, on account	- -	35 00
	N. Beall, in full to 1st Dec. 1831	-	13 75
	Jereh. Orme, to 21st Jan.	- -	35 00
	T. J. Hodson, to 15th Dec.	- -	25 00
February,	of C. E. Eckel, to 31 Dec.	- -	28 00
	Rob. Scallan, to 1 Oct.	- -	18 75
	Chas. Cole, on acct.	- - -	4 00
	H. Holley, do	- - -	5 00
	L. M. Wilson, in full to 31 Dec. 1832	-	64 16
	A. P. Waugh, in full to 9 Feb.	-	33 00
March,	of Vincent King, in full 15 May, 1831	-	31 25
	R. H. L. Villard, to 15 Nov. 1832	-	12 50
	Henry Lane, to 1st inst.	- -	7 00
	R. Daw "	- -	16 67
	Chas. Cole, on account	- -	4 00
	Mrs. Lattimore, to 1st inst.	- -	37 50
	B. Giveney, to 31 Dec.	- -	24 00
April,	of Rob. Scallan, to 31 Dec.	- -	18 75
May,	of Wm. Easby, taxes for 1832 on lot per ship yard	- - - -	7 00
	Wm. Collins, rent of Fishing Rocks for this season	- - - -	20 00
	Reuben Daw, to 1st inst.	- -	16 66
	Hy. Lane "	- -	7 00
June,	of Thos. J. Hodson, to 15 inst.	- -	50 00
	R. H. L. Villard, on account	- -	25 00
July,	of M. Holley "	- -	4 00
	Rob. Scallan, to 1 April	- -	18 75
	Jer. Orme, 21st inst.	- -	35 00
	Mrs. Lattimore, to 1 June	- -	37 50
	Hy. Lane, 1 July	- - -	7 00
	R. Daw "	- - -	16 67
August,	of Sam'l Jones "	- - -	70 00
	Thos. Hilton, to 10 May	- -	27 50

August,	of Chs. Cole, on acct. - - -		$8 00
	Rapl. Norris " - - -		14 00
September,	of Mrs. Lattimore, to 1st inst. - -		37 50
	R. Daw - - - -		16 67
	Hy. Lane, to 1st inst. - - -		7 00
	Rob. Scallan, 1st July - - -		18 75
	T. J. Hodson, to 15th inst. - -		25 00
October,	of M. Holley, on account - -		7 50
	R. Norris, 16th - - -		10 00
	Mrs. Lattimore, in full to 1st inst. -		12 50
November,	of Reuben Daw, to 1st inst. - -		16 66
	Hy. Lane " - -		7 00
	R. H. L. Villard, on account - -		25 00
December,	of Thos. Hilton, to 10 Nov. - -		27 50
			$2,748 68
	Off commission 5 p. c. - - -		137 43
			$2,611 25
Jereh. Orme, in full to 21 June, 1835.	1834, March, - -	$35 00	
	Augt. - -	35 00	
	1835, April, - -	35 00	
			$105 00
A. P. Waugh, leaving balance due, to 9 May, 1834, $69 10	1834, Feb. 11 -	30 00	
	" March 11 -	10 00	
	May 23 -	25 90	
			65 90
H. Lane, in full for frame to 1 May, 1834 -			21 00
Do do late Waugh -			50 00
Reuben Daw, in full to 1 April, 1834.	1834, Jan'y - - -	16 67	
	April - - -	16 67	
	May - - -	10 00	
			43 34
Chas. E. Eckel, in full to 1 Jan. 1835.	1834, March -	28 00	
	1835, April -	28 00	
			56 00
Sam'l Jones, in full to 31st Dec'r, 1833.	1834, March - -	10 00	
	May - -	10 00	
	1835, April - -	50 00	
			70 00
R. H. L. Villard, in full to 15 Nov'r, 1834.	1834, April - -	21 00	
	Oct'r - -	26 50	
	1835, Feb'y - -	15 00	
	July - -	17 50	
			80 00
Rob. Scallan, in full to 1 April, 1834.	1834, Jan'y - -	18 75	
	April - -	37 50	
			56 25

Bernard Giveney, in full to 31 Dec. 1834.	1834, Jan'y	-	$12 00	
	1835, Febr'y	-	12 00	
				$24 00
T. L. Hodson, in full to 31 Dec. 1834.	1834, Jan'y	- -	29 16	
	May	- -	25 00	
	Aug't	- -	25 00	
	1835, Feb'y	- -	50 00	
				129 16

Note.—Mr. Seawell, who occupied the house temporarily in 1835, paid the amount of the rent into the hands of Mr. Beverly, senior.

Joel Brown, from 1 Sept. 1834, to 1 Feb. 1835,			$7 50	
Waggaman, leaving due up to 1 Jan. 1835, a bal'ce of $15.	1834, March	- -	31 40	
	July 3	- -	25 00	
	Oct. 2	- -	10 00	
	Nov. 3	- -	10 00	
	Dec. 3	- -	10 00	
	1835, Feb. 5	- -	10 00	
	June 2	- -	20 00	
				$116 40
John Wilson, leav'g a bal'ce due 8th June, 1835, $65 55.	1834, Jan'y	- -	20 00	
	1 Aug.	- -	30 00	
	1835, Feb.	- -	30 00	
	July	- -	30 00	
				110 00
W. Stoophs, in full from 15 June, 1834, to 1 April, 1835.	1834, Aug.	- -	6 00	
	Oct.	- -	8 00	
	1835, Feb.	- -	16 00	
	Augt.	- -	8 00	
				38 00
Louis Payne, from 15 Aug. 1834, to 15 Feb. 1835.	1834, Oct.	-	6 00	
	1835, March,	-	12 00	
				18 00
W. Collins, Fishing Rocks for	1834,	- -	25 00	
" " "	1835,	- -	20 00	
				45 00
Thos. Hilton, in full to 10 May, 1835.	1834,	- - -	27 50	
	1835,	- - -	55 00	
				82 50
Thos. Johnson, on acct.	-	- -		40 00

Note.—He gave an order on the Comm's of the 3d Ward, Wash'n, for his pay as Scavenger; this order is noted by the Register, and was deposited with Mr. Ramsay.

Occasional rent, viz:			
Hawley & Cole	- -	$15 25	
Mrs. Rodier	- - -	6 50	

Brought forward - - -	$21 75	
P. O. Donoghue - -	15 62	
Arnold & Quinn - -	3 00	
T. C. Wright, sale of Pitt's Tavern, ordered to be pulled down by the Wardens as a nuisance, - - - - - -	21 75	
		$62 12
Wm. Easby, for rent of lot adjoining his premises, for the years 1833 and 1834, p'd Dec. 1836, - - - - - -		14 00
		$3,845 42
Deduct comm'n on collections in No. 2, viz: $1,234 17, *a* 5 per ct. - - -		61 70
		$3,783 72

E. E.

ROB. BARNARD, *Agt.*

The following disbursements have been made:

Voucher 1.	John Lutz, for five buckets to house on K street, Washington - - -	$7 50
2.	Wm. Donaldson, fencing to sundry lots on Bridge st., Georgetown - - -	8 07½
3.	Do do - - -	3 50
4.	J. Johnson, repairs to store (L. M. Wilson)	2 50
5.	D. English, nails, &c. for repairs -	5 43
6.	Corp'n of Washington, pav'g tax lot 4, sqr. 15, K street, Washington - -	41 40
7.	Thos. Peter, sundry taxes, as per statement	31 65
8.	Gales & Seaton, advertizing "Peter Grove"	1 00
9.	B. Homans do do	1 00
10.	J. Borland, sundry repairs and new roofing	33 56
11.	N. B. Jackson, repairs allowed him -	3 75
13.	Washington Corp'n taxes for 1830 -	151 26
14.	J. Borland, new roof to Rob. Scallan -	24 50
15.	N. Hurdle, taking down chimney, &c. -	2 50
16.	L. M. Wilson, repairs done by him -	75
17.	J. Pickrell, lumber for fencing - -	16 92½
18.	J. D. Clark, repairs of gutters, &c. -	5 30
19.	Washington County taxes - -	5 15
20.	Duffey & Borland, sundry repairs -	51 00
21.	Edw'd Clark, painting - - -	21 00
22.	Thos. Peter, taxes in Virginia - -	51 87½
23.	Do. do on Frogland - -	55 61
24.	J. Borland, sundry repairs - -	2 00
25.	D. English, nails - - -	2 08
26.	J. B. Beverley, paid him - - -	45 00

Voucher 27.	Thos. Peter, sundry taxes - -	$3	33
28.	A. P. Waugh, allowed him for repairs -	2	00
29.	P. Hines, for fencing up lot 3, sq. 40 -	60	75
30.	Jas. Belt, new roof to store, now Daw -	42	27½
31.	G. W. Haller, tin work - -	2	78½
32.	J. Borland, sundry repairs - -	37	23½
	Allowed H. Lane, for repairs - -		50
33.	J. Marbury, fee for defending lots on the Canal - - - -	25	00
34.	Wm. Brent, fee bill - - -	43	85
35.	Georgetown Corp'n taxes for 1830, 1831	385	90
36.	O. M. Linthicum, glass and putty for Peter Grove - - - -	23	18¾
37.	J. E. Stone, for glazing do -	22	50
38.	Frs. Godfrey, filling up lots in Wash'n -	12	50
39.	J. E. Stone, painting - - -	8	00
40.	G. N. Hurdle, repairs on Prospect street -	2	50
41.	Pump tax on do -	17	29
42.	Washington Corp'n taxes for 1831 -	212	10
	Mrs. Lattimore, allowed her for repair of fencing - - - -	2	50
43.	Georgetown Corpor'n, improvement of Road st. - - - -	80	90
44.	Do do taxes, heirs of Sarah and W. H. Peter - - -	49	50
45.	John Marbury, fee for form of distraint -	5	00
46.	John Borland, for repairs - -	30	76
47.	R. Daw, repair of locks at Hodson's -	1	67
48.	Washington County taxes 1832 -	5	16
49.	Edw'd Clark, glazing house on K street -	2	91
50.	O. M. Linthicum, glass, &c. do -	14	57
51.	Ninian Beall bo't the frame house on the lot lately occupied by him - -	20	00
52.	Treasurer of Pot'c Co'y for transfer and shares - - - -	2	00
53.	Wash'n Corp'n taxes for 1832 311 07 less disc't 8 pr. ct. 24 88	286	19
54.	Sam'l Smoot, repairs on K street -	15	00
55.	A. P. Waugh, repairs - - -	3	00
56.	B. Giveney, allowed him, as certified by J. Holtzman - - - -	12	00
57.	Thos. Peter, taxes - - -	3	03
	Rob. Scallan, repair of glass broken by hail storm, allowed him - -		75
58.	J. C. Stone, painting - - -	10	00
59.	E. M. Linthicum, hardware K street -	3	00
60.	Thos. Payne, glazing do -	7	36

Voucher 61.	Washington County taxes 1833 - -	$6 19
62.	Lewis Smith, pump at Peter Grove -	15 50¾
63.	Do do K street -	21 62½
64.	Georgetown Corp'n taxes 1833 -	239 92½
65.	Do paving tax Water street -	42 00
66.	J. Borland, repairs - - -	21 13
	R. Daw, allowed him for repairs - -	2 17
	H. Lane do do - -	1 00
		$2,380 35¾

☞ Statement continued at page .

Voucher No. 1.

Mr. Vincent King, for D. Peter's Heirs,
1830, Bot. of Jno. Lutz:
Sept. 20, To 3 fire buckets, at $2,50 - - - $7 50

Received payment, JNO. LUTZ.

Voucher No. 2.

Mr. Robert Barnard, agent for the Heirs of David Peter,
To Dennison:

1831,		
March 19,	To fencing done at the lot occupied by L. M. Wilson, 7 pannels at 31¼ -	$2 18¾
"	To making and hanging a pair of gates	2 00
"	To fencing done at the lots, late Mayfield's and others, 7 pannels at 31¼ -	2 18¾
"	To upsetting fence next Mitchell's -	50
"	Nails 15 lbs., at 8 - - -	1 20
	Total, - - - -	$8 07½

Received 19th March, 1831, of Rob. Barnard, the foregoing account in full, WM. DONALDSON.

Voucher No. 3.

Rob. Barnard, agent for David Peter's Heirs,
1831, To Wm. Donaldson:

March 31, To removing and rebuilding privy, at the lot occupied by Garrett, covering up old vault, and making box and replacing, including nails - - - $3 50

Received payment, WM. DONALDSON.

Voucher No. 4.

Received, 26th April, 1831, of Rob. Barnard, agent for D. Peter's heirs, two dollars and fifty cents, for 2 days' works, repairing store and roof at L. M. Wilson's, on Bridge street.

$2,50. T. J. JOHNSON.

Voucher No. 5.

Mr. Robert Barnard, for David Peter's Estate,

1831, To D. English, jr., Dr.

March 14,	To 2 pair large shop hinges - -		$3 50
" "	To 3lbs. wrought nails, at 18¾ - -		56¼
" "	To 1 set hasps and staples, at - -		37½
" 15,	To 2 sets hasps and staples, at 25 cts. -		50
			$4 94

April 6th. Rec'd payment, for D. English, jr.,
LEOND. W. CANDLEE.

Georgetown, April 2d, 1831.

R. Barnard, Esq., for Peter's Estate,
Bot. of D. English, jr.

1 large sheet tin 25 cts., 3 lbs. nails 24 cts. - - $00 49.

Rec'd pay, D. ENGLISH, Jr.
May 20th.

Voucher No. 6.

David Peter's Heirs,
To Washington Corporation, Dr.

To paving tax on lot No. 4, square No. 15, 48 ft. curb. 58 yds. graduating, and 56⅝ yds. pavement - - $41 40

Received payment, from Mr. Robert Barnard,
W. W. BILLING,
April 29, 1831. *Collector 1st & 2d Wards.*

Washington, Jan. 31, 1831.

Mr. John Holtzman Georgetown:

Sir: In compliance with an act of the Corporation of Washington, approved April 4th, 1829, you are hereby notified (as the agent of David Peter's heirs,) that the above account of forty-one dollars and forty cents for paving, is now due, and do require that the same be paid to me within thirty days from the date hereof, otherwise interest thereon, at the rate of 10 per centum per annum, will be charged thereon from the 1st day of December, 1830.

Very respectfully, your ob't serv't,
W. W. BILLING,
Collector 1st & 2d Wards.

Voucher No. 7.

The Heirs of David Peter,
To Thos. Peter, Dr.

To ½ of tax to Washington Corporation, on two lots not yet divided, standing in the name of Robt. Peter's heirs, for 1829, paid to W. W. Billing, collector -	$5 24
To the same tax for the year 1830 - - -	5 24
To ⅓ of ditto, in the name of Robt. Peter, jr's, heirs, for 1829, paid W. W. Billing, collector - -	9 48
To ⅓ of taxes in Georgetown Corporation, standing in the name of Robt. Peter, jr's, heirs, for 1829 and 1830 - - - - - -	11 50
To ditto for taxes on hand, in all, for 1829 - -	40 00
To ditto for taxes on ditto, for 1830 - -	23 50
	$94 96

One-third of the above sum payed by Thos. George and the heirs of David Peter - - - - $31 65

E. E.

Georgetown, 26th

Rec'd from Mr. Barnard, the agent of the estate of David Peter's heirs, the sum of thirty-one dollars and sixty-five cents, in full for the above taxes.

THOMAS PETER.

Voucher No. 8.

Rec'd of Mr. R. Barnard, one dollar, for advertising "Peter's Grove" for rent.

For Gales & Seaton,
May 5, 1831. THOS. DONOHO.

Voucher No. 9.

Mr. Robert Barnard, agent for D. Peter's Estate,
To Benjamin Homans, Dr.

1838: For advertising in the Columbian Gazette, May 10, houses for rent, 4 times, - - - - - $1 00

Received payment, BENJ. HOMANS.

Georgetown, D. C., 25 June, 1831.

Voucher No. 10.

Georgetown, June 10, 1831.

Mr. Barnard,

To John Borland, Dr.

To repairing Mr. Garrett's house on Bridge street:

To putting in new studs, and in cellar, materials included	$9 75
To putting in new joice in front and breadth	3 12½
To new sills to front doors	50
To 25 ft. of cellar door frame, at 12½	3 12½
To 34 ft. of ledge cellar door, at 12½	4 25
To two pair of small strip hinges, at 50 cts.	1 00
To pair of cellar steps, at $1 12½	2 25
Hurdle's bill for brick work	8 06¼
Stone's bill for painting	1 50
	$33 56¼

Received payment in full,

JOHN BORLAND.

Mr. D. Peter's Estate,

1831: To James Hurdle, Dr.

To sundry repairs done at Garrett's house, and materials for same, $8 06¼.

Received payment, J. HURDLE.

Voucher No. 11.

Bill of Repairs.

To repairing pavement that fell in the cellar by heavy rains, and securing the board wall in the cellar from giving away again	$1 25
Repairing the alley where the rains had washed away the bricks	50
Fixing up the old steps in the alley, purchasing the boards myself	1 00
Glass in the door	50
do. in the windows	50
	$3 75

Georgetown, March 7th, 1831.

Received, W. N. B. JACKSON.

Voucher No. 13.

David Peter's Heirs,
To Washington Corporation, Dr.

To tax on real property for the year 1830, $158 33, -	$158 33
Deduct for prompt payment - - - -	6 07
	$151 26

Received payment from Mr. Robert Barnard, July 8, 1831.
W. W. BILLING,
Collector 1st & 2d Wards.

Square	1,	Lot 1,	value	$225
	"	4,	"	269
	"	17,	"	375
	"	18,	"	460
	2,	$\frac{1}{3}$1,	"	664
	5,	5,	"	82
	"	13,	"	329
	"	14,	"	494
	"	15,	"	415
	"	Imprs.,	"	5,000
	"	16,	"	549
	6,	6,	"	162
	9,	2,	"	1,158
	12,	10,	"	50
	S. of 12,	3,	"	304
	"	5,	"	274
	14,	1,	"	1,348
	"	2,	"	735
	"	3,	"	772
	"	4,	"	684
	"	8,	"	187
	14,	17,	"	445
	"	18,	"	331
	15,	4,	"	634
	"	7,	"	291
	"	9,	"	291
	"	10,	"	283
	16,	1,	"	122
	"	24,	"	377
	"	25,	"	377
	"	28,	"	244
	17,	4,	"	199
	"	10,	"	145
	"	11,	"	211
	S. of 17,	all,	"	248

Square	18,	Lot 1,	value	$539
	19,	4,	"	192
	20,	9,	"	159
	"	10,	"	105
	"	16,	"	81
	22,	5,	"	157
W. of	23,	1,	"	100
	24,	16,	"	224
	"	19,	"	101
	"	21,	"	111
	25,	4,	"	720
	"	12,	"	209
	"	13,	"	209
	29,	4,	"	240
	32,	3,	"	115
	"	14,	"	417
	33,	12,	"	96
	"	13,	"	75
	"	15,	"	110
	37,	1,	"	123
	"	2,	"	148
	"	13,	"	148
	"	21,	"	127
	40,	3,	"	159
	"	7,	"	272
	41,	6,	"	183
	"	11,	"	288
	"	13,	"	164
	42,	4,	"	228
	"	5,	"	240
	51,	6,	"	127
	"	10,	"	90
	"	12,	"	99
	"	13,	"	55
	72,	1,	"	90
	"	6,	"	41
	73,	10,	"	158
	"	15,	"	150
	"	16,	"	166
	"	19,	"	150
	13,	1,	"	330
	"	14,	"	276
	31,	4,	"	254
	"	5,	"	231
	100,	5,	"	65
	"	18,	"	36
	"	19,	"	38
	"	23,	"	65

Square	100,	Lot	24,	value	$62
	"		30,	"	78
	"		31,	"	79
	149,		all,	"	08
	174,		all,	"	168
	188,		all,	"	207
	202,		all,	"	187
	205,		1,	"	20
	"		2,	"	18
	"		3,	"	34
	"		4,	"	34
	"		17,	"	34
	"		18,	"	34
	"		19,	"	18
	"		20,	"	20
	"		21,	"	20
	"		22,	"	23
	"		23,	"	23
	"		24,	"	20
					$28,273

Voucher No. 14.

Mr. Robert Barnard for Peter's Estate,
To John Borland, Dr.

To stripping and shingling 450 ft. of roof, on Bridge street, occupied by Mrs. Brown, at 4¾ per foot -	$21 37½
To repairing doors and weatherboarding - -	3 12½
	$24 50

Georgetown, May 21st, 1831.

Received payment in full, JOHN BORLAND.

Voucher No. 15.

July 29, 1831.

Mr. Barnard, Agent,
To N. Hurdle:

To taking down chimney as per bargain - -	$2 00
To repairing pavement - - - -	50
	$2 50

Received payment in full, NOBLE HURDLE.

Voucher No. 16.

L. M. Wilson,

To Cissel & Smith, Dr.

To repairing roof of store-house - - - $00 75

Rec'd payment,

June 3, 1831. SMITH & CISSEL.

Voucher No. 17.

Mr. Robert Barnard, Agent for D. Peter's Heirs,

To John Pickrell:

1831,		
March 11,	To 476 ft. $\frac{4}{4}$ w. pine, at $1\frac{1}{2}$ - -	$7 14
"	To 125 ft. $\frac{5}{4}$ plank, at $1\frac{1}{2}$ - -	1 87½
"	To 6 cedar posts, at 25 - - -	1 50
"	To hauling - - - -	25
12,	To 1 cedar post, at 25 - - -	25
15,	To 137 ft. $\frac{4}{4}$ w. pine, at $1\frac{1}{2}$ - -	2 09
"	To hauling - - - -	
22,	To 25 shingles, at 1 ct. - - -	25
"	To 73 ft. joist and scantling, $1\frac{1}{4}$ - -	91¼
"	To 24 ft. $\frac{5}{4}$ N. C., $2\frac{1}{2}$ - - -	60
"	To hauling - - - -	12½
28,	To 113 ft. $\frac{4}{4}$ boards, at - - -	1 70
"	To hauling - - - -	12½
		$16 92½

Received payment,

2 Sept. 1831. ADDISON T. PICKRELL.

Voucher No. 18.

Mr. Barnard, Agent,

1831, To John D. Clark:

August 4,	To 17 set gutter and volley, 18 - -	$3 05
"	8 straps to old gutter - - -	75
"	putting up old gutter and pipe, and repairing same - - -	1 50
		$5 30

Done at the house near C. E. Eckle's, by order of Mr. Belt.

The above bill is correct. JAMES BELT.

Received payment, JOHN D. CLARK.

Voucher No. 9.

David Peter's Heirs,

1831. To Washington County, D. C., Dr.

To tax on $2,722, at 12½ cents - - - - $3 40

Received payment, E. B. KING, *Collector.*
1831, Oct. 15th.

Sarah Peter,

1831. To Washington County, D. C., Dr.

To tax on $1,400, at 12½ cents - - - $1 75

Received payment, E. B. KING, *Collector.*
1831, Oct. 15th.

Voucher No. 20.

Mr. Barnard for Peter's Estate,

1831. To Duffey & Borland, Dr.

Sept. 28,	To shingling Mr. Wilson's store - -	$16 00
Oct. 20,	To repairing Mr. Daw's house - -	5 00
"	To tin and shingling around chimney, at Wilson's - - - -	1 50
Nov. 8,	To shingling Villard's store - -	21 00
"	To two shutters and lining front door, at do.	3 75
16,	To repairing poarch at Norris's house -	1 50
"	To mending *ruff*, at do. - - -	1 25
"	To two window sills, and boarding up window - - - -	1 00
		$51 00

Received payment, DUFFEY & BORLAND.

Voucher No. 21.

Mr. Barnard,

1831. To Edward Clarke, Dr.

Nov. 26th,	To painting front of house on Bridge street, occupied by Mrs. Scallan, per bargain - - - -	$14 00
"	To painting front of house occupied by Mr. Villard & Gaither, B. street -	7 00
		$21 00

Received the above bill, EDWARD CLARKE.

Voucher No. 22.

7th November, 1831.

Received of Robt. Barnard, agent for the heirs of David Peter, fifty-one dollars and eighty-seven cents, being their proportion of amount paid to the State of Virginia for taxes up to and for the year 1816, on a tract of land in Harrison County in that State, as per statement below.

$51 87½. THOMAS PETER.

The total amount of taxes due to the State of Virginia, up to and for the year 1816, on a tract of acres, in Harrison County, is $620 41; of which Thomas Peter, George Peter and David Peter, as heirs of Robt. Peter, jr., were equally interested one-fourth, therefore ¼ of the above $155 10. David Peter's heirs are liable to one-third of the sum, or 51 70

17½ proportion of postages,

$51 87½

The receipt of the auditor for the above $155 10 is with me, and may be referred to.

Voucher No. 23.

Received from Mr. Barnard, by the hands of Mr. Cropley, fifty-five dollars sixty-one cents, on act. of taxes on lots in Frog Land.

$55 61. THOMAS PETER.

Voucher No. 24.

Georgetown December 23, 1831.

Mr. Barnard, for Peter's Estate,
To Duffey & Borland, Dr.

To one *ruff* batten door for Mr. Hilton's cooper shop, $2 00.

Received payment, DUFFEY & BORLAND.

Voucher No. 25.

Georgetown, D. C.

Robert Barnard, for Peter's Heirs,

1831.	To David English, jr.,	Dr.
July 25,	To 20 lbs. 6*d.* cut nails, at 8 cts. - -	$1 60
" 26,	6 lbs. 6*d.* do. do., at 8 cts. - -	48
		$2 08

Received payment, for D. English, jr.,
Feb. 25, 1832. WM. B. LAUB.

Voucher No. 26.

Received, February 9th, 1832, of Robert Barnard, forty-five dollars, on account of rents, &c., collected from the estate of David Peter, deceased. J. B. BEVERLEY.

Voucher No. 27.

The Heirs of David Peter, dec'd,
To Thomas Peter, Dr.

To ⅓ of tax paid to J. Holtzman on Georgetown lots of R. Peter's, jr., 1831 - - - - -	$1 92
To ⅓ of tax in Washington on 3 lots of the heirs of R. Peter, 1831 - - - - -	1 41
	$3 33

Georgetown, February 6th, 1832.

Received from Mr. Barnard the above amount.
THOMAS PETER.

Voucher No. 28.

A. Waugh,
To J. Hurdle, Dr.
To repairing cellar door and finding materials - - $2 00

Georgetown, June 8th, 1831.
Received payment, J. HURDLE.

Voucher No. 29.

The Corporation of Washington,

1831.	To P. Hines,	Dr.
For filling up nuisances on lot No. 3, on square No. 40:		
Aug. 30th,	To 2 carts, 1 day each - - -	$3 00
"	To 3 labourers, 1 day each - -	2 25
31,	To 2 carts, 1 day each - - -	3 00
"	To 5 labourers, 1 day each - -	3 75
Sept. 1,	To 2 carts, 1 day each - - -	3 00
"	To 5 labourers, 1 day each - -	3 75
5,	To 2 carts, 1 day each - - -	3 00
"	To 4 labourers, 1 day each - -	3 00
6,	To 2 carts, 1 day each - - -	3 00
"	To 4 labourers, 1 day each - -	3 00
7,	To 2 carts, 1 day each - - -	3 00

Sept. 7,	To 4 laborers, 1 day each - -	$3 00
14,	To 2 carts, 1 day each - - -	3 00
"	To 4 labourers, 1 day each - -	3 00
15,	To 2 carts, 1 day each - - -	3 00
"	To 4 labourers, 1 day each - -	3 00
17,	To 2 carts, 1 day each - - -	3 00
"	To 4 labourers, 1 day each - -	3 00
18,	To 2 carts, 1 day each - - -	3 00
"	To 3 labourers, 1 day each - -	2 25
"	To steeling 2 picks, at 25 each - -	50
"	To sharpening 2 do., 12½ do. - -	25
		$60 75

I certify that lot No. 3, in square No. 40, is assessed to David Peter's heirs for the year 1830.

W. W. BILLING,
Coll. 1st & 2d Wards.

DISTRICT OF COLUMBIA,
County of Washington, ss:

On this 2d day of March, 1832, before the subscriber, one of the justices of the peace in and for said county, appears Philip Hines, who makes oath in due form of law, that the within account as it stands stated, is just and true; and that the work there charged for has been done, and to the amount stated.

Witness my hand,

JNO. N. MOULDER, *J. Peace.*

This to certify that the within account is correct, and the work done by order of the Board of Health, and in accordance to law, as a copy of the order was left at the house of Mr. Ramsay's, one of the heirs of the property, as the agent at that time was not known; the order is filed in the Mayor's office.

S. DRURY,
Com'r. First Ward.

March 2d, 1832.

Received, March 3, 1832, of Robt. Barnard, agent for the proprietors of the above lot, the sum of sixty dollars and seventy-five cents, for the within bill.

PHILIP HINES.

Voucher No. 30.

Mr. Robt. Barnard, for D. Peter's heirs,

To Joseph Libbey, Dr.

1831.				
July 25th,	To 4000 shingles, at $5½	$22		
"	317 ft. ¼ w. pine, 1½	4 75½		
"	Hauling - - -	37½	$27	12½
26th	375 shingles, 5½ -	2 06		
"	78 ft. scantling, 1½	1 17		
"	Hauling - -	12½	3	35½
			$30	48½
	Jas. Belt's costs of measuring, p'd Hedges			50
			$30	98½

Mr. Robt. Barnard.

Sir,—You will please to pay the within bill, it being work done for Peter's heirs, and charge the same to me.

JAMES BELT.

16th Sept., 1831.

Received the above amount, say thirty dollars and forty-eight cents, paid me by Robt. Barnard, ag't.

JOSEPH LIBBEY.

$30 48.

Voucher No. 31.

Robert Barnard, for Peter's houses,

To Geo. W. Haller, Dr.

1831.			
July 13,	To 12 ft. of house pipe at Garret's, 18 -	$2	16
	5 sheets of tin got by Mr. Bolen, -		62½
		$2	78½

Rec'd payment in full,

GEO. W. HALLER.

Voucher No. 32.

Mr. R. Barnard, for Peter's estate,

To John Borland, Dr.

To work done to property on Bridge st., late Beall and Waugh,
384 ft. of fencing, at 4 c. - - - $15 36

Brought forward,		$15 36
2 pair of hinges at 50 c., and lock	12½	1 12½
repairing back house door		75
repairs done to property in the city, late King,		20 00
		$37 23½

Georgetown, March 17th, 1832.
Rec'd payment,

JOHH BORLAND.

Voucher No. 33.

Received, Mr. Barnard, twenty-five dollars, for attending to the motion for setting aside the inquisition of the Ch. & Ohio Canal Company in the case of David Peter's heirs, taken on the tavern lot and premises on High street, Georgetown.

JOHN MARBURY.

May 28, 1832.

Voucher No. 34.

The heirs of David Peter,

To Wm. Brent, Cl'k C. Court, D. C.

To the following fee bills in the suit Bank of Columbia.

1827,	December Term,	$1 60
1828,	"	2 00
1829,	May & September Term	7 69
1830,	March & December Term	24 85
1831,	May Term	7 71
		$43 85

July 19th, 1832. Rec'd payment in full of the above forty-three dollars and eighty-five cents, from Robt. Barnard, Esq.

For Wm. Brent,

SAMUEL MICKUM.

Voucher No. 35.

The heirs of David Peter,

To the Corporation of Georgetown, Dr.

To sundry Tax bills rendered to the agent for property assessed to the above parties for the year 1830	$192 95
Do. for the year 1831	$192 95
	$385 90

Brought forward,	$385 90
By Cash on account paid by Robt. Barnard,	139 00
	$246 90

Georgetown, July, 1832.

Received of Robt. Barnard, agent for the property of the heirs of David Peter, two hundred and forty-six dollars and ninety cents, balance of the above account, and in full for the taxes therein stated for the years 1830 & 1831.

GEO. H. HOLTZMAN,
for John Holtzman, *Coll'r.*

Voucher No. 36.

Mr. Robt. Barnard, for David Peter's estate,
Bought of O. M. Linthicum.

1½	boxes Glass,	14 by 20	- - -	$17 25
12	panes Glass,	12 by 18	- - -	2 50
6	" "	8 by 10	- - -	27
1	" "	8 by 12	- - -	9
22	" "	10 by 11	- - -	1 87½
1	" "	11 by 14	- - -	20
				$22 18½
10 lbs. Putty		- - - -		1 00
				$23 18½

Sept. 4th, 1832.

Rec'd payment,
O. M. LINTHICUM.

Voucher No. 37.

Mr. Robt. Barnard, for D. Peter's heirs,
To James E. Stone, Dr.

1832.

Aug. 31st.	To glazing	72	lights	14 by 20, at	20 -	$14 40
	"	9	"	12 by 18	16 -	1 44
	"	22	"	10 by 12	6¼ -	1 37½
	"	50	"	10 by 14	9 -	4 50
	"	9	"	8 by 10	5 -	45
	"	6	"	in a transome sash	-	50
						$22 66½

Received pay,
JAMES E. STONE.

Voucher No. 38.

Washington City, July 30, 1832.

Mr. Barnett, Dr.

To Frs. Godfry.

To filling up Lot No. 1, in Square 16, - $2 50

Aug. 10.

To filling up Lot No. 1, in Square No. 1, - - 10 00

$12 50

August 17th, 1832.

This is to certify that the work as stated above is done correctly, and by order of the Board of Health.

S. DRURY,
Com'r. 1st Ward.

Received of Robt. Barnard, the amount of the within bill, twelve dollars and fifty cents.

FRANCIS GODFREY.

Voucher No. 39.

Mr. Robt. Barnard, for D. Peter's heirs,

To James E. Stone, Dr.

1832.

Aug. 27th. To painting a front of a house on Bridge st., - - - $8 00

Received pay,

JAMES E. STONE.

Voucher No. 40.

Georgetown, D. C., August 27th.

Mr. Barnard,

To George Noble Hurdle, Dr.

1832.

To plastering and mending, and finding mortar, at the house occupied by Mr. Nora, - - $2 50

Rec'd pay in full,

GEORGE NOBLE HURDLE.

Voucher No. 41.

Georgetown, 1832.

Sarah Peter's heirs,

To Corporation, Dr.

To pump tax on Prospect street, on part lots 24 and 25, north and south sides, $2,600, at 66⅔ cents per $100, - - $17 29

Rec'd payment of Mr. R. Barnard,

J. HOLTZMAN, *Coll'r.*

Nov. 12, 1832.

Voucher No. 42.

David Peter's heirs,

To Washington Corporation, Dr.

To tax on real property for the year 1831, - - $212 10

Received payment, Dec. 31, 1832, from Mr. R. Barnard,

W. W. BILLING,
Coll. 1st & 2nd Wards.

Voucher No. 43.

Received of Robt. Barnard, agent for the heirs of D. Peter, forty dollars and ninety cents, balance of tax and benefits on Road street improvements, in the year 1831.

June 19, 1833. J. HOLTZMAN,
$40 90. *Coll'r.*

Rec'd, Dec. 6, 1832, of Mr. R. Barnard, forty dollars, on acc. front foot plan, 1831, on property assessed to D. Peter's heirs, on Road street.

$40. J. HOLTZMAN, *Coll'r.*

Voucher No. 44.

Georgetown, 1832.

Sarah Peter's heirs,

To Corporation, Dr.

To tax on $2,600 property, at 75 cents per hundred dollars - - - - $19 50

Received payment of Mr. R. Barnard,
June 19, 1833. J. HOLTZMAN, *Collector.*

Georgetown, 1832.

William H. Peter's heirs,

To Corporation, Dr.

To tax on $4,000 property, at 75 cents per hundred dollars - - - - $30 00

Received payment of Mr. R. Barnard, June 19, 1833. J. HOLTZMAN, *Collector*.

Voucher No. 45.

Received, 15th January, 1833, of Robt. Barnard, agent for the heirs of D. Peter, five dollars, fee for drawing form of warrant of distress against delinquent tenants.

$5 00. JOHN MARBURY.

Voucher No. 46.

Mr. Robt. Barnard, for Peter's estate,

To John Borland, Dr.

1832.

April 28th.	To 21 ft. of volly gutter, at 25 -	$5 25
	repairing roof of Beall's & Waugh's ho'	2 50
June 6th.	126 ft. of tongued & grooved partition, a 6,	7 56
	a shelf for a chimney piece - -	50
	a cellar door and frame - -	5 00
	painting partition and cellar door -	2 50
	64 ft. of tongued and grooved partition, for Beal's house, at 5 c. -	3 20
August 26.	cleaning gutters - - -	1 00
	repar'ng kitchen floor at Mrs. Barnes -	3 25
		$30 76

Rec'd payment,

JOHN BORLAND.

Georgetown, December 29th.

Voucher No. 47.

Robt. Barnard, ag't for the heirs of D. Peter,

To Reuben Daw, Dr.

1832.

Decemb. To repairing 2 locks in the house occupied by Hodson—taking off and replacing - $1 67

Received payment,

R. DAW.

Voucher No. 48.

The heirs of David Peter,

To Washington Corp'n, D. C.

1832. To tax on $1297—86½ acres, a 12½,
" 1400—70 " part of Mountpleasant
25 Improvements.

$2722 - - - - $3 41

Received of Mr. Robt. Barnard, ag't, the above taxes.

E. B. KING, *Collector*.

Jan'y 21st, 1833.

The heirs of Sarah Peter,

To Washington Corp'n, D. C.

1832. To tax on Mountpleasant, part of
70 acres, $1400, a 12½, - - - $1 75

Received of Robt. Barnard, agent, the above taxes.

E. B. KING, *Collector*.

Jan'y 21st, 1833.

Voucher No. 49.

Mr. Barnard, ag't for David Peter's heirs,

To Edward Clarke, Dr.

1832.

Nov'r. 8th.	To re-glazing 39 lights glass, a 4 cts, -		$1 56
" 19th.	" 16 " a 10 cts, -		1 60
			$3 16
Cr., by 1 light, 12 by 16, a 25 c., - - -			25
			$2 91

Received payment,

EDWARD CLARKE.

Voucher No. 50.

Mr. Robt. Barnard,

To O. M. Linthicum, Dr.

1832.

Nov'r. 7.	To 39 glass, 8 by 10, $1 62; 4 lbs. putty 40 c.,	$2 02
19.	1 doz. glass, 12 by 12, $2 75; 5 panes glass, 12 by 14, 1, - -	3 75
	5 lbs. putty, 50 c. - - -	50
1833.		
Sept. 5th.	13 panes glass, 6 by 10, 55 c. - -	55
	20 " 12 by 14, - -	3 00
	19 " 12 by 18, - -	4 75
		$14 57

1833, Oct. 14. Rec'd payment, O. M. LINTHICUM.

Voucher No. 51.

Received of Robt. Barnard, agent for the heirs of David Peter, twenty dollars, for my frame store erected on the part of the lot adjoining the late Custom House, on Bridge street, Georgetown; paid to me in lieu of my removing the same.

1 December, 1831. NINIAN BEALL.

$20 00.

Voucher No. 52.

The Devisees of the late Robt. Peter,

To Robt. Barnard, Dr.

1828.

July 22. To recording deeds from Wm. H. Peter and George Peter to Thomas Peter, and making thereon the following transfers, viz:

To Eliza Dunlop, 1 share, p'd. 3 Augt. by R. P. Dunlop.
Marg't. Dick, 2 " " 11 " R. Dick.
Jane Beverley, 1 " ch'd. to D. Peter's heirs.
Eliz. Ramsay, 1 "

5 - - - - $5 00

Received the above,

ROBT. BARNARD.

Voucher No. 53.

David Peter's heirs,

To Washington Corporation, Dr.

To tax on real property for the year 1832 -	$311 07
Deduct for prompt payment, -	24 88
	$286 19

Assessment, $28,279.

Received payment from Mr. R. Barnard,

W. W. BILLING,

Jan. 30, 1833. *Coll. 1st & 2d Wards.*

Voucher No. 54.

Mr. Barnard, ag't for D. Peter's heirs,

To Sam. Smoot.

1832.

Oct'r. To repairing back building to brick house, and finding materials - - - $15 00

Rec'd pay't. in full, S. SMOOT.

Voucher No. 55.

Georgetown, August 22, 1832.

Mr. Waugh,

To William V. Grant, Dr.

To lathing and plastering, and mending seller door - - - - $3 00

Received payment,

WM. V. GRANT.

Voucher No. 56.

David Peter's heirs,

To Bernard Giveny, Dr.

1831.

To lumber and materials and carpenter's work, in repair of stable on Water street - - $12 00

The above work, &c., having been referred to me to state what I thought should be allowed, taking into consideration the quantity of materials used, the dilapidated state of the building, and its present condition, consider the above a fair charge.

March 18, 1833. J. HOLTZMAN.

Received the above amount in the above account.

B. GIVENEY.

Voucher No. 57.

The Heirs of David Peter,

To Thos. Peter, Dr.

To Taxes on lot 4, in square 70, for 3 years, 1830, '31 & 1832, $6 26

To Tax on lot 54 in G. Town for 1 year, 1832, - - 2 85

$9 11

One third being the part of the heirs of David Peter. $\frac{1}{3}$ $3 03

Rec'd the above from Mr. Robt. Barnard, 24th April, 1833.

THOMAS PETER.

Voucher, No. 58.

Mr. L. M. Wilson, D. Peter's Heirs,

To James E. Stone, Dr.

1831.

April 8th. To painting a front of a store on Bridge street, $13 00

Received pay, J. E. STONE.

Of this is to be allowed only $10 00, the balance paid by tenant.

Voucher, No. 59.

Mr. Robert Barnard, for David Peter's Heirs,
To E. M. Linthicum.

Sept. 4th. To 2 8-in. Knob Locks a $1 50, $3 00
Rec'd paym't,
E. M. LINTHICUM.

Voucher, No. 60.

Washington, Sept. 1833.

Mr. Barnard for the Heirs of D. Peter,
To Thos. Payne.

To Glazing 54 lights of Glass a 10 c. - - -	$5 40
To 13 lbs. Putty a 10 p. lb. - - - -	1 30
	$6 70
On Mr. Peter's Estate,	
To 2 lights of Glass 14 by 18 a 31 c. - - -	62
To 1 " " 8 10 - - -	4
	$00 66
Witness - - - - -	$6 70
C. Windham, - - - - -	66
	$7 36

Rec'd seven dollars and *sixty*-six cents for the above bill paid to me by Robt. Barnard.

his
THOMAS ⋉ PAYNE.
mark.

Voucher No. 61.

D. Peter's Heirs, Dr.
1833. To Washington County, D. C.
To Tax on $2722 at 15 cts. - - - - $4 09
Rec'd payment of Mr. Barnard.
Septr. 30th, 1833. E. B. KING, *Collector.*

Sarah Peter, Dr.
1833. To Washington County, D. C.
To Tax on $1400 at 15 cts. - - - - $2 10
Rec'd payment of Mr. R. Barnard.
Septr. 30th, 1833. E. B. KING, *Collector.*

Voucher No. 62.

Mr. Robt. Barnard,

To Lewis Smith.

1833.	To hoisting pump at Mrs. Latimores, 4 pieces a 75 cts. per piece,	$3 00
July 1.	To opening well, cleaning and boreing,	6 00
	To putting pump in well, &c.,	3 00
	To plank and laying platform,	2 50
	To iron work,	50
		$15 00

Received payment. LEWIS SMITH.

Voucher No. 63.

Robt. Barnard for the Heirs of David Peter,

1833. To Lewis Smith, Dr.

Sept.	To raising pump,	$1 00
	New top piece, 12 feet,	12 00
	Opening, lowering & paving well,	2 50
	Plank & laying platform double,	2 50
	New spout & painting pump,	2 00
		$20 00
	To Dawson's bill for iron work,	1 62½
		$21 62½

Received payment of Rob. Barnard.
LEWIS SMITH.

Voucher No. 64.

George Town, 1832.

David Peter's Heirs,

To Corporation, Dr.

To Tax on $31,990 property a 75 per hundred dollars,		$239 92½
June 19.	By cash on acct.,	134 50
		$105 42½

Rec'd pay't of R. Barnard, Esq.
Dec. 27, 1833. J. HOLTZMAN, *Col.*

Voucher No. 65.

George Town 1833.

David Peter's Heirs,

To Corporation, D. C.

To foot paving tax on Water street lot 64, 25 ft. a 30 c. p. ft.		$7 50
Do.	do. " 69, 25 do. a do.	7 50

	Brought forward - - - - -		$15 00
To foot paving tax on Water street, lot 70, 25 ft. a 30 c. p. ft.			7 50
Do.	do.	" 71, 49⅗ do. a do.	14 92½
Do.	do.	" 72, 15⅓ do. a do.	4 5½
			$42 00

27 Dec. 1833.
Rec'd pay't of R. Barnard, Esq.,

J. HOLTZMAN, *Col.*

Voucher No. 66.

Mr. Robert Barnard for Peter's Estate, Dr.

1832. To John Borland.

Angust 26th.	To cleaning out gutters of house in Paset's woods, - - - - - - - -	$1 25
Sept. 2,	To repr. house on K st. Washington city,	9 75
	To 14 lbs. nails a 8 c. - - - -	1 12
	Mr. Chs. King's bill for lumber, - -	9 1
		$21 13

Rec'd pay't, JOHN BORLAND.

George Town, August 27th.

Mr. Robert Barnard,

To Charles King & Co.

27th.	75 feet ¾ w. pine -	$1½ - - -	$1 12½
	115 do. long joist -	1¾ - - -	2 01
	32 do. scantling -	1½ - - -	48
28th.	600 shingles -	5 - - -	3 00
	Hauling - - - -	- - -	19
29th.	61 feet ¾ boards -	1¾ - - -	1 07
	50 do. scantling -	1½ - - -	78
	11 do. ¾ boards -	1½ - - -	16½
	Hauling - - - - - - -		19
			$9 01

Rec'd pay't, CHARLES KING & Co.

Disbursements.

	By amount brought from page -	$2380 35¾
Voucher 1.	Constables' & writ fees vs. L. M. Wilson	58
2.	James Peter, paid him - - - -	45 00
3.	Dd. English, jr., nails for repairs - -	16
4.	J. Borland, repairs - - - -	19 75
5.	C. Woodward " - - - -	1 50
6.	Corp. Washington, taxes - - - -	302 69
7.	Mrs. Ramsay, pd. her - - - -	5 00
8.	J. Mitchell for division half fence - -	7 69
9.	J. Borland, repairs at Peter Grove - -	8 00
10.	John Lee, new fence at do. - -	34 62

Voucher11.	R. Daw, repairs at Waugh - - -		$1 50
12.	N. Hurdle, repairs at Geo. T. & Washin. -		16 50
13.	Clarke, C. C. Washn. & Co. fee bill, -		8 40
14.	Constable, distress fees, - - -		6 83
15.	Repairs of glass at Stoophs : - -		1 50
	Allowed Stoops for sundry repairs - -		1 50
16.	Taxes for 1834, to levy court - -		10 30
17.	do. 1835, do. - -		6 19
18.	do. 1833, Geo. Town Corpo.	$239 92	
		19 50	
		1 16	260 58
19.	L. Smith, repairs on K. street - -		1 00
20.	G. H. Peter, paid him - - - -		45 00
21.	O. H. Linthicum, repairs at Peter Grove		31 35
22.	Wash'n Corp'n taxes 1834 - - -		211 34
23.	Clerk C. Court, Chancery fees - -		14 74
24.	Osborn & Collins, repairs on Bridge st. -		18 53
25.	W. Silence, painting at Peter Grove -		28 75
26.	Sheckell & Upperman, repairs at Bridge st.		8 17
27.	J. H. Newton, repairs at Peter Grove -		13 20
28.	Andrew Barker do.		51 75
29.	James Peter, order in favour of S. Cropley & Co.		6 00
30.	Clerk C. C., Chancery fees - - -		20 80
			$3569 26
	Henry Lane allowed him when he quitted the old frame, for partition &c. done and left by him,		4 00
			3573 26
31.	J. Borland, sundry repairs - - -		29 00
			3602 26
32.	Wash'n Corp'n taxes for 1835 - -		181 46
E. E.—14 March, 1837.			$3783 72

ROBT. BARNARD, *Agt.*

Voucher No. 1.

DAVID PETER'S heirs *vs.* L. M. WILSON. } 1833, Nov. 19.

Judgment confessed. Debt twenty-five dollars 62½, interest from 15th July last, & costs fifty-eight cents.

JOEL BROWN, J. P.

Voucher No. 2.

Montgomery, June 7, 1834.

Dear Sir:

When I saw you last, I understood you that you would probably have some funds for distribution among the heirs of David Peter at Christmas. If you have any now on hand, you will oblige me by paying my portion to Mr. W. H. Bryan, whose receipt will be good against me.

JAMES PETER.

Received, 24 June, 1834, of Mr. Rob't Barnard, forty-five dollars for Mr. James Peter, in conformity with the above letter.

$45. WM. H. BRYAN.

Voucher No. 3.

Geo. Town, D. C.

Rob't Barnard,
1834. Bo't of D. English, Jr.
Feb'y 22. 2 lb. nails a 16 c. - - - - 16 c.
Rec. pay't for D. E. Jr.

T. L. HARKSON.

Voncher No. 4.

Mr. Robert Barnard for Peter's Estate,
1834. To John Borland.

Feb'y 22.	To shingling Mr. Schallan's kitchen	$17 50
	" Repairing weather boarding of do.	75
	" Window in roof of front house	1 50
		$19 75

Rec'd payment,
Geo. Town, Feb'y 22. JOHN BORLAND.

Voucher No. 5.

Mr. John H. Waggaman,
1833. To Clemt. Woodward, Dr.
Oct'r 8th. To 8 feet gutter pipe a 18¾ - - $1 50
Rec'd payment,

CLEM'T. WOODWARD.

Voucher No. 6.

David Peter's Heirs,

To Washington Corporation, Dr.

To tax on real property for the year 1833,	$298 33
Deduct for prompt payment,	23 86
	$274 57
Pump tax on lot 3 sq. 40	3 75
" " " 11 " 41	3 75
" " " 13 " do	3 75
" " " 10 " do	3 75
" " " 4 " 19	5 25
" " " 9 " 20	3 75
" " " 10 " 20	4 00
	$302 69

Rec'd payment from Robert Barnard, Esq.

W. B. BILLING, *Coll. 1 & 2 Wards.*

April 12, 1834.

Voucher No. 7.

Rec'd, 17 April, 1834, of Mr. Robert Barnard, ag't. for the heirs of D. Peter, five dollars, in part of monies which may be my portion of the proceeds of the estate.

ELIZABETH RAMSAY.

$5.

Voucher No. 8.

Reuben Daw,

1833. To Judson Mitchell.

To amt. paid Smith & Cissell for division fence, $7 67

Rec' payment,

JUDSON MITCHELL.

May 9, 1834.

Voucher No. 9.

Mr. Robert Barnard for Peter's Estate,

April, 1834. To John Borland.

" 7. To two posts for gate,	$3 00
" " " making gate, &c.	3 50
" " " rivets & repairing hinge & lock,	1 50
	$8 00

Received the above for J. Borland,

A. F. OFFUTT.

Voucher No. 10.

Mr. Robert Barnard, Agent for D. Peter's heirs,
1834. To John Lee, Dr.

Feb'y & Mar.	To 7 days' work, resetting and repairing fence a 87½ - - - - -	$6 12½
"	" 68 pannels new fence, felling trees, making & hewing, &c. a 37½ -	25 50
"	" getting out & hewing 2 locust posts for gate, - - - - -	50
"	" cart & 2 horses, 1 day hauling post & rails, - - - - - -	1 50
"	" repairing fence adjoining Johns & Williams, - - - - -	1 00
		$34 62½

Rec'd the above in full.
his
27th May, 1834. JOHN ⋈ LEE.
mark.
Witness—ARTAXES. F. OFFUTT.

Voucher No. 11.

George Town, June 2, 1834.

David Peter's heirs,
To R. Daw.

To repairing locks at Mr. Waggaman's house on bridge street, - - - - - - - - - - $1 50

Rec' payt. R. DAW.

Voucher No. 12.

Mr. Robert Barnard, Ag't for D. Peter's Estate,
1834. To N. Hurdle.

April 17.	To mending cellar door wall at Mr. Waws, Bridge street, & step for same, - -	$2 50
"	finding stuff for same, - - - -	14 00
		$16 50

Rec'd pay't of Mr. Barnard, agent.
4th July. NOBLE HURDLE.

Voucher No. 13.

Clerk's fees *vs.* Bk. Col'a & al. - - - - $8 4

Rec'd July 16, 1834, of Robert Barnard, Esq. eight dollars & forty cents for Wm. Brent's fees.

W. BRENT,
pr. SAML. MICKUM.

Voucher No. 14.

Received of Mr. Robert Barnard, six dollars and eighty-three cents, for costs, due for levying on William Johnson's property for rent, for the heirs of the farm of D. Peter's. $6 83.

Oct. 9, 1834. L. ASHTON.

Voucher No. 15.

Mr. Robt. Barnard, ag't.

1834. To W. D. & E. Windship, Dr.

Dec. 2. To Glass and Glazing, three 12 by 16 $1 50

Received payment,

WILLIAM D. WINDSHIP.

Voucher No. 16.

David Peter's heirs,

1834. To Washington County, Dr.

To Tax on $2722 at 15 cents, - - - -	$4 08½
Sarah Peter, do. $1400, at 15 cts. - - -	2 10
	6 18½
Add'l. do. at 10 cts., p. $100, on same act. D. P. heirs	2 72½
" " " " S. P.	1 40
	$10 30½

Rec'd. payment of Mr. R. Barnard,

Dec. 4, 1834. J. HOLTZMAN, *Col.*

Voucher No. 17.

David Peter's heirs,

1835. To Washington County, Dr.

To Tax on $2722 at 15 cents - - - -	$4 08½
" Sarah Peter's do. on $1400 do. - -	2 10
	$6 18½

Rec'd. payment of Mr. R. Barnard,

Jan. 18, 1835. J. HOLTZMAN, *Col.*

Voucher No. 18.

David Peter's heirs,

1833. To Corporation of Georgetown, Dr.

To Tax on $31,990, at 75 cents - - - -	239 92½
" Sarah Peter's, on $2,600, at 75 cents -	19 50
" Robert Peter's, on $155, " " - -	1 16
	$260 58½

Feb. 6th, 1835.

Received payment, NINIAN BEALL, *Col.*

Voucher No. 19.

Robt. Barnard, ag't. for D. Peter's heirs,
1833. To Lewis Smith, Dr.
June 19, Repairing Pump at house on K street, Washington, occupied by Waggoman - - - - - $1 00
Rec'd. Feb. 9, 1835, of Robt. Barnard,
LEWIS SMITH.

Voucher No. 20.

Received, 14 March, 1835, of Robt. Barnard, agent to the heirs of David Peter, forty-five dollars, out of the surplus rents arising from the estate.
$45. GEORGE H. PETER.

Voucher No. 21.

Estate of D. Peter,
1835. To O. M. Linthicum, Dr.
April 29. To amount per bill rendered - - $31 35¼
Received payment,
CH'S. B. HALLER,
for O. M. LINTHICUM.

Voucher No. 22.

D. Peter's heirs,
1834. To Washington Corporation, Dr.
To Tax due on real property, - - - - $229 71
Deduct for prompt payment, 8 per cent. - - 18 37
$211 34
Rec'd payment from Robt. Barnard, Esq.
May 30th, 1835. W. W. BILLING,
Collector 1st & 2nd Wards.

Voucher No. 23.

James B. Beverly, Wm. Ramsay, and others,
1834. To Wm. Brent, Clerk, Dr.
To Clerk's fees at suit Bank Columbia and al. - - $9 73½
" " vs. Peter, Bank Col'a. and al. - - 5 00½
$14 74
Aug. 21, 1835. Received payment of the above in full, from Robert Barnard, Esq.
SAM'L. MICKUM,
for WM. BRENT.

Voucher No. 24.

Mr. Robert Barnard,

1835. To Osborn & Collins, Dr.

March 26. To 3 loads sand and hauling - - $1 50

" " 666 bricks - - - - 4 66

" " 2 bbls. lime and hauling - 2 37½

" " Calling out chimney and wall 10 00

$18 53½

5th August, 1835. Received of Robert Barnard, ag't. the above amount,

OSBORN & COLLINS.

Voucher No. 25.

Rec'd, May 14, 1835, of Robert Barnard, ag't. for the heirs of David Peter, twenty-eight dollars and three quarters, in full for painting and glazing done at Peter Grove.

$28 75. WALTER SILENCE.

Voucher No. 26.

Mr. Robert Barnard, ag't.

1834. To Richard Sheckell, Dr.

Nov. 25. To work done at Peter's house on Bridge street, repairing pavement, &c. - - $7 12½

Rec'd. the above amount of Robt. Barnard, ag't.

RICH'D. K. SHECKELLS.

Voucher No. 27.

Mr. Robert Barnard, ag't. for D. Peter's heirs,

1835. To Jas. H. Newton, Dr.

April. To Repairs at Peter Grove - - - $13 20

20th June, 1835. Rec'd. payment of Robt. Barnard,

JAMES H. NEWTON.

Voucher No. 28.

Mr. Robert Barnard, ag't., &c.

1835. To Andrew Barker, Dr.

May. To repairs at Peter Grove - - - $51 75

Received the above *above* amount in full from Robert Barnard, ag't.

ANDREW BARKER.

Voucher No. 29.

Mr. Robert Barnard,

1836. To Sam'l. Cropley, & Co. Dr.

Feb. 2d. To 4 pair shoes at 1 25, } for Mr. Jas. Peter, $6 00
" 1 " " " 1 00, }

Received payment,

SAM'L. CROPLEY, & Co.

Voucher No. 30.

Mr. J. B. Beverly, Wm. Ramsay and al.

1835. To Wm. Brent, Clerk, Dr.

To Clerk's fees vs. Bank Col'a., Peter and al, $20 80

July 8th, 1836. Received the above in full,

SAM'L. MICKUM,
for W. BRENT.

Voucher No. 31.

Mr. Robert Barnard, for Peter's estate,

1835. To John Borland, Dr.

To repairs to house on Bridge street - - - $29 00

Received payment,

JOHN BORLAND.

Voucher No. 32.

David Peter's heirs,

To Washington Corporation, Dr.

To Tax on Real Property for the year 1835 - $232 74

Cr. by Tax paid by Dr. Huntt, on lot 5, in sq. 22 86

$231 88

Rec'd. of the above account $181 46, from Robert Barnard, ag't. for David Peter's heirs, and $50 and 42 cts. from James Dunlop, Esq,. agent for Geo. Peter, executor of David Peter.

March 14, 1837. W. W. BILLING,
Collector 1st and 2d Wards.

Copy—Test: W. BRENT, *Clerk.*

Proceedings in the case of George Peter, executor of D. Peter, The Bank of Columbia and the Bank of the United States, defendants, at suit of James Beverly and wife, and al., heirs of David Peter, deceased, complainants referred to in page to wit:

Bill of Complaint.

To the Honorable the judges of the Circuit Court, sitting in Washington County in the District of Columbia, as a Court of Chancery:

Humbly complaining, showeth unto your honors, your orators, James B. Beverly and Jane, his wife, William Ramsay and Elizabeth, his wife, William H. Peter, Hamilton and James Peter, minors, by William Ramsay, their next friend; that they are the children and devisees under the last will and testament of David Peter, late of Georgetown in the District of Columbia, deceased; and as such, interested in all the real estate of which the said David Peter died seised, or in any manner entitled; and your orators show that the said David died seised and possessed of a very large and valuable real and personal estate, a portion of which real estate lies in the city of Washington and District of Columbia, and is particularly described by the numbers of the lots and squares in the advertisement attached to the paper herewith filed, and marked, exhibit G. P., and which your orators pray may be taken as far as the same is descriptive of the said property, as part of this their bill of complaint; and your orators further show, that the said David Peter, a few days before his death, which happened about the first of December, in the year 1812, made his last will and testament in writing, a copy of which is filed in a cause depending in your Honorable Court, in which the President, Directors and Company of the Bank of Columbia, and the President, Directors and Company of the Bank of the United States, are complainants, against your orators and others, defendants; which copy of the said will, with the answers of your orators in the said cause, with the exhibits therewith filed, they pray may be referred to and taken and considered as part of this bill of complaint; and your orators show that by his said will, the said David directed his debts to be paid as speedily as possible, and for that purpose devised a tract of land said to be in the possession of one Doulin, in Montgomery County, Maryland, and so much of his real estate in Washington city, District of Columbia, to be sold, as would be sufficient to effect that purpose, and in and by the said will and testament he named and appointed Sarah Peter, Leonard H. Johns, and George Peter, his executrix and executors thereof. And your orators show that a large personal estate of the said David came to the hands of his said executrix and executors, of which they have returned two inventories to the Orphan's Court of Washington County, in the District aforesaid, which, together with sundry debts due the said David in his life time, and collected by his executrix and executors, amount to the sum of - $18,119 13

That the said executrix and executors, received a debt due from William Murdock, of Loudon, to the said David, and not included in the above, amounting to 2,131 99

Brought forward, - - - - - -	$20,251 12
That at the death of the said David, there was in the tobacco warehouse in Georgetown, 42 hogsheads of tobacco or more, the property of said David, which was shipped by Messrs. Bowie and Kurtz, in the year 1815, for and on account of the said executrix and executors, who received therefor, and paid to the said executrix and executors, the full sum of - - - - -	5,161 40
	$25,412 52

Making of actual personal estate which came to the hands of the said executrix and executors, the sum of $25,412 52.

That the said executrix and executors have paid actual debts against the estate of the said David Peter, for which they have obtained credit in the Orphan's Court aforesaid, on the settlement of their accounts, which, with their commission, amounted to the sum of $37,698 23, and by means of which the personal estate has been over paid by the sum of $12,285 71. And your orators refer your honors to the inventories and accounts of the said executrix and executors, with the said Orphan's Court, copies of which shall be produced on the hearing of this case; and your orators show that in order to make good the said excess of payments over and above the amount of the said personal estate which had come to the hands of the said executrix and executors to be administered, the said executrix and executors did proceed under the trust supposed to be created by, and vested in the said executrix and executors, under the said last will and testament, to sell the real estate of the said David, by the said will directed to be sold, to aid in paying off his debts; and the said tract of land in the said will mentioned to be in the possession of one Doulin, was actually sold at public sale to the highest bidder, and was purchased by George Magruder for the sum of $20,687 90, of which sum your orators are informed, nearly one half has been paid in cash to the said executrix and executors, and that the whole ought to have been received by the said executrix and executors, if they had used only reasonable diligence in regard to the same.

And your orators are advised that if by the neglect of the said executrix and executors, they have not received and applied the whole of the said purchase money to indemnify and reimburse them for the advances made towards the payment of the said debts by them, and which constitutes the before mentioned excess over and above the assets of the estate; that your orators ought not to be effected by such negligence, and the consequent loss, if any hath happened.

And your orators show, that the said executrix and executors, by virtue of said trust, did sell two lots of ground in the city of Washington, one to a man named Shaw for $500, and one to a man named Elliott for $500, both of which sums were received by the said executrix and executors, and ought to have been applied to the

purpose designed by the said will. But your orators show that the said executrix and executors have in no way whatever accounted for the *the* proceeds of the said tobacco, or of the said real estate sold as aforesaid, or for the money received of the said William Murdock of Loudon. And they do aver, that if the said executors had used due and reasonable diligence in respect to the trust confided to them by the said will, and had properly applied the assets arising from the sales of the real and personal estate of the said David, in a lawful course of administration, all the debts of the said David, including the advances made as aforesaid, by the said executrix and executors, would have been fully paid without any further application to the real estate to raise money for that purpose, and especially since the proceeds of the sales of the real estate, amounting in all to the sum of $20,687 90, exceeded the sum advanced by the executrix and executors above the assets in hand paid, by the sum of $9,402 29, for which they ought to be accountable to your orators.

Your orators, however, further show, that the said George Peter, now the sole surviving executor of the said David, claiming to have some further demands on the estate of the said David Peter, his testator, after a lapse of near seventeen years since the death of the said David, and without having rendered any account of the large sums of money aforesaid, which have come to the hands of the said executrix and executors, or for which they have sold the real estate as aforesaid, has lately threatened to sell the remaining real estate of the said David, in the city of Washington; claiming authority so to do by virtue of the said last will and testament, and has actually advertised the same for sale on the seventeenth day of this present month of August, as will appear by a copy of the said advertisement taken from the National Intelligencer before referred to, as exhibit marked G. S. Your orators aver that the proceedings of the said George Peter in the premises *is* manifestly unjust, and against equity and a good conscience, and tends to the utter ruin of your orators. Your orators are informed, and have reason to believe, that the said George Peter is instigated to this unjust and unlawful attempt upon, and invasion of their rights and estate, by the President, Directors, and Company of the Bank of Columbia, and the President, Directors, and Company of the Bank of the United States, who your orators believe have colluded with the said George Peter to do them this great wrong and injury, pretending that it is necessary to make such sale of their city property to pay a debt, which they pretended was due from the said David Peter in his lifetime, to the said Bank of Columbia, and was by the said Bank lately assigned to the Bank of the United States. But your orators positively deny that there is any debt due from the estate of the said David Peter to the said Banks, or either of them, or any other debt whatsoever, for the payment of which it is either necessary,

proper, or lawful, for the said George Peter to make sale of the said city lots.

And your orators further show, that the Banks aforesaid, pretending to have a claim on account of some pretended debt as aforesaid, on the 24th day of July, 1827, filed their bill of complaint in your honorable court, against your orators and others, with the intent and object of establishing their pretended claim, and obtaining from your honorable court a decree for the sale of the real estate, which has descended from the said David to your orators, for the payment thereof. Your orators without any delay filed their answers to the said bill of complaint, and have continually urged the complainants to prepare the same for trial, which heretofore they have neglected to do, but seem to prefer now to abandon that course which would bring their fabricated pretensions to a fair trial, and to assert their answers to the bill of complaint aforesaid, and to take and consider the same, with the exhibits accompanying them, as parts of this bill of complaint. (Copied in page 90.)

In tender consideration whereof, and forasmuch as your orators are exposed to great loss and damage in the premises, and have no relief save in your honorable court, where matters of this sort are properly cognizable; to the end that the said George Peter, surviving executor of the last will and testament of David Peter, and the said President, Directors, and Company of the Bank of Columbia, and the said President, Directors, and Company of the Bank of the United States, may be made defendants to this bill of complaint, and that the said George Peter may, on his corporal oath, and the said Banks, by the corporal oath of their respective Presidents, and under their corporate seal, answer all and singular the several matters and things hereinbefore set forth, as if the same was again repeated and interrogated; and particularly that the said *the said* George Peter, surviving executor of the last will and testament of David Peter, may set forth and discover what sums of money have been received by the executrix and executors of David Peter, on account of a debt due from William Murdock, of Loudon, to said David in his lifetime, and whether the same was received, and if any, at what advance of exchange; also what number of hogsheads of tobacco, the property of David Peter, were on hand at the time of his death; how the same were disposed of; and if the same, how many hogsheads were shipped by Bowie and Kurtz, merchants, for and on account of the said executrix and executors, and what sums of money they received for the said tobacco, and when the same was received; and if any, at what rate of exchange; whether the said executrix and executors did not advertise and sell the land occupied by Doulin, and mentioned in the will of the said David, by virtue of the trust contained in that will; upon what terms the same was sold, to whom sold, and what was the total amount of the purchase money; what part of the purchase money has been received by the said executrix and executors, and what part

was secured by note and bonds of the purchaser; the dates of the said notes or bonds, and when they became due and payable; whether any and what security was taken for the payment of the purchase money, and if the same was unpaid at maturity; what legal proceedings were had for the recovery thereof, and when such proceedings were commenced; whether the said executrix and executors did not sell two lots of ground in the city of Washington, part of David Peter's estate; to whom and for what sum of money, and whether the said sums of money were not received by the executors, and at what time. And that the said George Peter, executor as aforesaid, may fully account with your orators, under the direction of your honorable court, for the real and personal estate of the said David Peter, and show how the same has been disposed of; and that the defendants, the Bank of Columbia, and the Bank of the United States, may produce the note or notes, bond or bonds, or other obligation or evidence of debt of the said David Peter, if any they have, and may prove the said pretended debt to the satisfaction of the your honorable court. May it please your honors to grant your orators the United States writ of subpœna to the said George Peter, surviving executor of the said David Peter, and to the President, Directors, and Company of the Bank of Columbia, and the President, Directors, and Company of the Bank of the United States, directed in the usual form, &c. And to grant to your orators a writ of injunction, enjoining and commanding the said George Peter, surviving executor as aforesaid, and his agent, under suitable pains and penalties, to desist from selling, or in any way disposing of or encumbering the real estate of the said David Peter, in the District of Columbia, under any pretence whatever, until the further order of the court in the premises. And may please your honors to grant your orators such other relief in the premises as their case, in the judgment of your honors, shall warrant and require.

JOHN MARBURY, *for Complt.*

DISTRICT OF COLUMBIA, *Washington county, to wit:*

On this 6th day of August, in the year 1829, personally appears William Ramsay in open court, and made oath on the Holy Evangely of Almighty God, that the matters and things stated in the aforegoing bill of complaint are true, where stated as of his own knowledge, and where as of the knowledge of others, he believes to be true.

Sworn to in open court.

WM. BRENT, *Clk.*

Aug't 6, 1829.

Exhibit G. P. referred to in the preceding bill (not filed.)

Copy.—David Peter's will referred to in the preceding bill of complaint.

Copy of D. Peter's will.

Copy of D. Peter's will.

In the name of God, Amen. I, David Peter, of Georgetown and District of Columbia, do hereby make and establish this my last will and testament, revoking all heretofore made by me.

1st. It is my intention that the proceeds of all my estate shall be vested in my dear wife, Sarah Peter, for the maintenance and education of my children.

2nd. I wish all my debts to be as speedily paid as possible, for which purpose I desire that the tract of land on which Dulin lives, together with all personal property thereon, may be sold and applied to that purpose; and in aid of that, as soon as sales can be effected, so much of my city property as may be necessary to effect that object.

2nd. I desire that the corner lot on Bridge and Congress street shall be given to my son William, and the corner lot on Water and High streets to my son Hamilton, and the store-house and lot adjoining the last named corner, devised to my son Hamilton, to my youngest son James.

3rd. I desire that no appraisement or valuation shall be had of any part of the property attached to my dwelling house.

4th. I desire that my sons shall receive as good educations as the country will afford, and my daughters the best the place can furnish. And I desire that in the general distribution of the residue of my estate, on the division between my sons and daughters, my sons may receive in the proportion of five as to three. I constitute and appoint my dear wife, *Sharah* Peter, Capt. George Peter, Leonard H. John, my executrix and executors of this, my last will and testament.

In witness whereof, I have hereunto set my hand and seal, this 30th day of November, 1812.

DAVID PETER. [L. S.]

Signed, sealed, and acknowlegded in presence of

THO. SIM,
R. JOHNS,
THOS. PETER.

DISTRICT OF COLUMBIA, *Washington county.*

On this eighth day of December, in the year one thousand eight hundred and twelve, appear Richard Johns and Thomas Peter, two of the subscribing witnesses to the beforegoing last will and

testament of David Peter, late of Washington county, deceased, and severally made oath on the Holy Evangelists, that the said will, or heard him acknowledge the signature and seal thereto, to be his act, and heard him publish, pronounce, and declare the same to be his last will and testament; that at the time of so doing, the said David Peter was, to the best of their belief, of sound and disposing mind, memory, and understanding; and that they, the deponents, with Thomas Sim, the other witness, severally subscribed their names as witnesses thereto, in the presence and at the request of the said testator, and in presence of each other.

Sworn before

JNO. HEWITT, *Reg'r Wills.*

DISTRICT OF COLUMBIA, *Washington county, to wit:*

I certify that the aforegoing is a true copy from the original filed, and recorded in my office.

Witness my hand and seal of my office, this 12th day of [L. S.] July, in the year 1827.

HENRY C. NEALE, *Reg'r Wills.*

On the back of which said bill is the following endorsement, to wit:

Order of Court to issue injunction.

Order of court to issue injunction.

"Let the injunction issue as prayed, upon the complainants filing an injunction bond in the penalty of 500 dollars, with security to be approved by the court, or one of its Judges.

By order of the court, 12th August, 1829."

68—2.

Thereupon the plaintiffs, by their solicitor, filed in court here the injunction bond, to wit:

Injunction bond.

Injunction bond.

Know all men by these presents, that we, James B. Beverly, of Fauquier county in the State of Virginia, and Francis Dodge, of the District of Columbia, are held and firmly bound unto George Peter, of Montgomery county, surviving executor of the last will and testament of David Peter, deceased, in the full and just sum of five hundred dollars, current money of the United States, to be paid to the said George Peter, his executors, administrators, and assigns, to

which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated this 17th day of August, in the year 1829.

Whereas, the above bound James B. Beverly, the heirs at law of David Peter, deceased, have filed their bill of complaint in the Circuit Court of the District of Columbia, against the said George Peter and others, and have prayed the said court to grant an injunction to restrain the said George Peter from selling, or in any manner disposing of, or incumbering the real estate of which said David Peter died seised, lying and being in the District of Columbia; and the said court have granted the prayer of the said complainants, and the said complainants are about sue forth the said writ of injunction. Now, therefore, the condition of this obligation is such, that if the said James B. Beverly and the other complainants shall well and truly prosecute their said writ of injunction with effect, and shall in all things obey, keep, and perform the order and decree of the said decree of the said court in the premises, and shall well and pay and satisfy to the said George Peter, executor as aforesaid, all costs and damages sustained by him, by reason of the suing forth the said writ of injunction, if the court shall so order; then this obligation to be void, else to remain in full force and virtue in law.

J. B. BEVERLY, [L. S.]
FRA. DODGE. [L. S.]

Approved,

W. CRANCH.

Thereupon subpœna and injunction issued as prayed.

Subpœna issued.

Sub. issued.

Thereupon, further process being had of and upon the premises aforesaid, between the parties aforesaid, the cause was regularly continued at rules, until the first Monday of November, in the year of our Lord eighteen hundred and thirty. At which mentioned first Monday of November, in the year of our Lord eighteen hundred and thirty, to which said day the said cause was continued, came again into court here, as well the said complainants, by their solicitor aforesaid, as the said defendants, by their solicitor aforesaid; and the said defendants, by their solicitor, filed in court here the following answers to the bill of complaint aforesaid.

Answer of Geo. Peter.

Ans. of Geo. Peter.

To the Honorable the Judges of the Circuit Court of the District of Columbia, for Washington county, in chancery sitting:—The answer of George Peter, surviving executor of David Peter, late of Washington county, deceased, to the bill of complaint of James B. Beverly, and Jane, his wife, William Ramsay, and Elizabeth, his wife, and William H. Peter, Hamilton Peter, and James Peter, minors, by William Ramsay, their next friend, humbly showeth:

This respondent, saving and reserving to himself now, and at all times, all benefit of exceptions to the errors and misstatements of said bill, for answer to said bill, or to so much thereof as he is advised it is material for him to answer to, he answers and says: that it is true, as stated by the complainants in their said bill, that David Peter, father of the complainants, did, as stated in said bill, having made the last will and testament referred to in said bill; and this defendant being named as one his executors in the will, and being urged by the said testator, in his last illness, to join his widow and her brother, Leonard H. Johns, in the discharge of that duty, consented to do so. This defendant at that time resided in Georgetown, and continued to do so until 1816; though he was often absent, attending to his own property and affairs in Montgomery county, Maryland, where he now resides, and has resided since 1816. That although he consented to qualify as executor, he did not deem it necessary that he should interfere in the management or settlement of the estate with the widow and her brother; and that, except in attending to a farm and the stock thereon, and a few inconsiderable tenements in Montgomery county, Maryland, which were near his own property, he did not so interfere. That he believed Mr. Johns to be fully competent to attend to such business, and had no doubt that he would do so in the way best calculated to promote the interests of his sister and her children; and having very considerable engagements of his own, and not being much conversant with such affairs, he left it to the widow and her said brother to settle the estate, and collect and dispose of the proceeds thereof, and provide for the support and education of the family as they might think best. That this was the case, and that it was well known to the complainant, Beverly, who intermarried with the eldest daughter of the testator, in May, 1819, and lived with his wife, with her mother, till within a year or two of her death, will appear from a letter of said Beverly, dated 6th Sept., 1821, herewith and marked Exh. J. B. J., which he prays may be taken as part of this answer—(copied in page)

This defendant, therefore, having thus committed the execution of the trust to the widow and her said brother, cannot give a parti-

cular account of many of the facts and circumstances to which he is now called to answer. As far as it is in his power, he will endeavor to do so. With making out the accounts for settlement in the Orphan's Court, he had nothing to do, further than that it was explained to him to be necessary, in order to comply with the rules of the banks, and thus to continue the debts, and save the property from sacrafice by a sale; to put in, by way of renewal, the notes of the executors for those of the testator; and that the accounts should be settled at the Orphan's Court, so as to show those debts in the banks thus paid by the executors, they having substituted their own notes; and that this arrangement should continue as long as the banks would be willing to indulge the estate, or until the executors should find it in their power to make sales for the payment of said debts; and this defendant that this arrangement was explained and understood, and assented to by the said executors and the said banks, and he presumes was explained to the Orphan's Court. This also became known to the said complainant, Beverly, as early as Sept., 1820; who then, and always since, until the filing of this bill, knew and acknowledged that the estate was liable for those notes thus substituted, and was to continue so until those debts could be paid by sales of the estate, and was never to be considered as a personal debt of the executors. This appears from another of his letters, dated 23d Sept., (the year 1820 omitted,) herewith also exhibited, (marked J. B. J.,) which he prays may be taken as a part of this answer—(copied in page 325.)

This defendant further avers, that during the life of the widow, she, her said brother, and such of her children as were old enough to know any thing of the state of their affairs, were fully apprised of the situation in which these bank debts stood, by the substitution and continuation of the notes of their executors, and knew that it was done to prevent the sacrafice of the property by a forced sale, and for the benefit of the heirs; and never pretended or imagined that this act of kindness on the part of the liability for these debts, and thrown the burden on them. And instead of this defendant's having any intimation that the responsibility he had thus consented to incur on their account, would be thus requited, the said Ramsay, as well as the said Beverly, continued always to speak of it as the bank debt of the estate, and often consulted and advised with this defendant as to the sale of property to discharge it, and to the providing of means, from the funds and income of the estate, to pay the discounts on those notes so substituted and continued, as they fell due; all which and more will appear, as to the said Beverly, by the further letters from him herewith also filed, (marked Exh. J. B. 3, J. B. 4, J. B. 5,) which defendant also prays may be taken as part of this answer—(copied in page 325, 326, 328, 332.)

This defendant further answering, states, that immediately after the death of the widow, he was sent for by said complainants,

Beverly and Ramsay, to confer with them as to the settlement of the said testator's estate; that during that conference, the said Ramsay and said Beverly both acknowledged the liability of the testator's estate to pay the said notes in the said banks, and various propositions and suggestions were made, as to the manner of making sales and raising funds therefrom for the discharge of said notes, then continuing in the executor's names in said banks; and among them the defendant avers, that said Ramsay proposed to take the dwelling house and lot of the testator, in Georgetown, at $10,000, and assume that amount of said bank debts; and said Beverly had before then often proposed to take a tract of land in Montgomery at a valuation, and assume to its amount of said bank debts.

And the said defendant further saith, that while the said Beverly was acting as agent of said testator's estate, (as hereinafter stated,) and after the conferences and propositions aforesaid, and while James Kinkaid (as hereinafter stated) was acting as agent of said estate, with the knowledge and under the directions of said Beverly, discounts or payments were paid on the notes of said executors, then continuing in said Union Bank; which payments were made both by said Beverly, himself, and by said Kincaid, by his direction. And notwithstanding such recognition of said debts, as still binding on said estate by all the acts and declarations of all concerned it, yet the complainants, by their bill, enjoining this defendant from selling the property devised for the payment of debts, and then setting up for the first time this pretence, that the executors were personally liable in their own estates, and the estate of testator discharged, have most unjustly thrown on this defendant and his property the debt due from the testator to the said Union Bank; and the defendant being thus prohibited from raising funds by the sale of the estate devised for that purpose, his own property has been taken and put up to sale, and this debt of the testator thus paid; so that the arrangement made and consented to by the defendant, to save the estate of the testator from sacrafice, has by these complainants been made to result in the sacrafice of his own; and this defendant begs leave again to refer to the letter of said Beverly, marked J. B. I., (copied in page 321,) and avers that the debt there spoken of as then in suit against the executors, was this debt due to the said Union Bank, and the other debt there spoken of as about to be sued, was the other bank debt of testator to the Bank of Columbia; on which suit thus spoken of in said letter, judgments were afterwards obtained against the said executors by said Union Bank, as will appear by the records of the Circuit Court, to which defendant refers.

This defendant further answering, saith, that the said Beverly, not long after his marriage, became (as defendant understood) dissatisfied with the said Johns, in the management and settlement of the estate, in consequence of which, and perhaps, also, on account of some embarrassments in his own affairs, the said Johns in a great

measure relinquished the same. And the said Beverly undertook, with the consent of the widow, to attend to all the affairs and concerns of the estate, except the farm, and a few tenements in Montgomery that were convenient to the defendant; and that after attending to the business in this way for some time, he applied for a power of attorney to act for the executors, and such a power was given to him by this defendant. That during the time the said Beverly was thus attending to the affairs of the estate, the bank debts were continued on the same arrangement of the substituted notes, and discounts on the same were paid out of the funds of the estate sometimes, as defendant believes, by said Beverly himself; that he collected the rents due to the estate, and applied them, as defendant believes, to the support of Mrs. Peter and the family, and to the payment of taxes and other charges on the estate, and perhaps, also, occasionally to the payment of the estate. But what the said Beverly received, and how he applied his receipts, this defendant knows not, as he never called on him for, and never received, any account of his receipts and payments, and always presumed that whatever he received would be properly applied to the support of the family and education of the children, and the payment of proper charges and debts against the estate. That while the said Beverly so acted, various attempts were made by him to sell property, and particularly the city lots, to pay these bank debts, as appears by the letters before referred to; and on one occasion they were advertised, on the said Beverly's application for that purpose, and he attended the sale and stopped the same, finding they could not be sold at such prices as he thought they ought to bring. That he sold one or two lots to Margaret Kuhn, and received the money, and applied it in some way, as defendant presumes, but he knows not in what way—to the credit of the estate, probably, as suggested in his letter of 15th May, 1823, I. B. 3, (copied in page 326,) to the payment of part of the principal or interest of the bank debts. Defendant, as he was required to do, made the deed to Margaret Kuhn, but did not receive the money, and does not know the amount.

The defendant further states, that there were two other city lots sold to the persons, and probably for the prices, stated in the complainant's bill; that he did not receive the money, and knows not how it was applied, nor by whom, nor how much they sold for, and leaves it to the complainants to prove.

He further states, that the land mentioned in the bill as in possession of Doulin, and the same mentioned in the will, was sold as stated, to George Magruder, but he does not know the price at which it was sold, except that he believes it sold for $10 12½ per acre; that Magruder, as he has been informed, and believes, paid to Johns a part of the purchase money—he does not know how much, nor how it was applied by said Johns. He, the defendant, received no part of it, and took no account of it. That afterwards the said

Magruder was sued for the balance, and the defendant believes judgment was recovered against him, but no further payment could be enforced against him, as he had become insolvent; that an ejectment suit was then brought against him, and some tenants he had put upon the land, for the purpose of recovering possession, that the land might be again sold; which ejectment was tried in Montgomery county court, and removed by said Magruder, or his trustee or administrator, to the Court of Appeal of Maryland, where the said suit, as defendant is informed and believes, is now pending undetermined. The defendant believes there was no neglect in endeavoring to enforce payment of the residue of the purchase money from said Magruder, and is convinced that no diligence could have succeeded in recovering it, as it was a purchase he was wholly unable to make, and the balance due on it far more than it was worth. He does not know that there was any neglect in prosecuting the ejectment to recover the possession of the land; but if there was, it was the neglect of said complainant, Beverly, who was then agent for the estate, and who, in reference to those proceedings, particularly, directed all the measures, and employed counsel, and attended, himself, to the trial; and who, also, as defendant is informed and believes, employed counsel to file a bill in chancery, in Maryland, to have the land, so sold to Magruder, resold for the residue of the purchase money.

The defendant, under these circumstances, considering this business, in the hands and under the care of the said complainant, did not suppose that it was required he should interfere in it. As to the debt due the testator from Mr. Murdock, this defendant states, that he formerly referred the complainant, Beverly, to the books of Bowie or Bowie & Kurtz, to show the amount and the time when paid, as he presumed they would appear there. He does not know the amount; he received no part of it; or if he did, it was immediately put into the bank with the other funds of the estate, & drawn out & pplied by Mr. Johns; but how applied this defendant knows out. So also as to the proceeds of the tobacco; he knew there was tobacco shipped; he knows not how much, and referred the complainant, Beverly, to the books of Bowie & Kurtz for information. He knows nothing about the amount of proceeds of sales, nor how nor by whom they were received or applied. No part thereof was received by defendant, and he requires the complainants to prove the amount and receipts of said debt, and amount of proceeds of said tobacco, and its receipt, by competent proof. The defendant further states, that after the said complainant, Beverly, removed to the county and ceased to act as the agent for the estate, he requested that James Kincaid should be authorised by a power of attorney so to act, and this defendant did thereupon so authorize him; and the said Kincaid continued so to act till his death; that the sums he received, and how the same were applied, will appear by his accounts and

the letters of said Beverly therewith, numbered 6, 7, 8, 9, 10, this defendant refers, (Exhts. J. B.) which he also prays may be taken as a part of this answer. (Letters copied in pages 333, 335, 337, 338, 340.) This defendant received from the farm occasionally small sums of money, not exceeding in the whole, up to January, 1830, as he verily believes, the sum of $1,593 58, which were immediately sent by him to Mrs. Johns or Mrs. Peter, and subsequent to her death to complainant Beverly, and the subsequent agent Kincaid. From the tenements in the neighbourhood of the said farm this defendant received but little money. All he got from them besides the money, was a second hand waggon and several horses, not less than six or eight; some little stock, all of which was sent to, and used and applied solely for the benefit of said farm. Money paid by the tenant was paid to Mrs. Peter, Mr. Johns, or the subsequent agent above named, excepting thirteen hundred and nine dollars, which he received and paid to Mrs. Peter. From the small tenements below Rock Hill, he never had anything to do with them; they produced almost nothing. Mrs. Peter, Johns, Beverly and Kincaid got what little was paid. He knows, that no money was received by him, that was not thus applied. And as to the funds received from various sources by Mrs. Peter of Mr. Johns, he believes they were applied, if not to the payment of the debts and charges on the estate, to the necessary maintenance and education of the family. He knows, that great expenses were incurred in giving to the children of the testator *of* the best means of education that could be obtained; and the family continued to be supported after his brother's death, in the manner they had been accustomed to live. He knows also, that during a period of great depression, which occurred after the death of the testator, and continued for many years, when rents had greatly fallen in value, the income of the estate must have been insufficient to defray the expenses of the family, and pay the charges on the lands and lots. Most the city property was unproductive, and the taxes were very considerable. The defendant therefore conceives, that even if it should appear that more was received by the widow and said Johns than was applied by them towards the payment of debts, yet that will be made clearly to appear, that the children of the testator, the present complainants, have had the full benefit of its expenditure in their support and education. This defendant further states and contends, that under the arrangement with the *books* hereinbefore stated, the estate of the said testator, devised for the payment of his debts, remained bound and liable therefore, subject to the power of the executors for that purpose. And this, nothwithstanding the settlement of the account produced by the complainant from the Orphan's court. But if not so, yet surely if the executors thereby assumed the responsibility of the debts in bank, so that the banks could no longer resort to the estate for payment,

and the executors alone become personally responsible therefor, the executors and this defendant, as surviving executor, would have the undoubted right to resort to the estate, and make sale of the lands devised for their own reimbursement. So that the sale advertised by this defendant should be allowed to proceed. The complainants now complain of the delay of the executors in making sales, for the purposes of discharging the debts, when, if they had sacrificed the property by forced sales at low prices, they would have been equally loud in their complaints, and might have complained with equal justice. It was left by the testator to the discretion of his executors to sell, as they might think best. The land in Montgomery mentioned in the will, was to be sold in order that his debts might be paid "as speedily as possible," and the city property "as soon as sales could be effected." The land in Montgomery was sold in a reasonable time and for a high price, and it was ascertained that the purchaser, who had bought the land, would be unable to comply. It seems from the complainants' bill, that Magruder, the purchaser, complied with one, and perhaps more of the first payments. They say, he paid ("as they had been informed," though they do not say they believe it,) "nearly one half" of the purchase money. This defendant does not know how much he paid, though he believes he did pay a part of the purchase money; but he never heard it pretended by any one, that he paid more than about $8,000 to Leonard H. Johns, nor does he know or admit that he paid that much. There was no ground of complaint as to the delay of the executors in making this sale. And when it was ascertained that the purchaser had failed, and would be unable to comply with his arrangements, legal measures were taken, as he has before stated, to become repossessed of the land, that they might sell it. Under these circumstances the executors exercised their discretion honestly and fairly, in withholding the city property from forced sales, at the low prices at which alone it could be then sold. The banks were willing to indulge the estate, on the executors becoming responsible, and they become responsible by the substitution of their own notes, in the manner above stated, almost immediately after the death of the testator, knowing that the sale of the estate, whenever it became necessary and advantageous to sell, would enable them to take up the notes; and having no possible motive or intent in arrangements thus dangerous to themselves, and which would only benefit the heirs, but the desire to fulfil the trust in the manner most likely to promote the interests of the heirs. If they have erred in this, and it now appears that it would have been better for the estate to have their sales at an earlier period, it is the error that most men committed in similar circumstances acting for themselves, and which trustees, acting bona fide in the exercise of their discretion, cannot be held liable for. Besides the responsibility thus incurred by the executors for the benefit of the

heirs, this delay in converting the estate of the deceased into money for the payment of debts, so far from leaving them, as suggested by the complainants, with large funds of the estate in their hands, which they are charged with having wasted and misapplied, threw upon them the necessity of making very considerable advances out of their own funds, for the necessities of the family and estate of the testator. And this defendant avers, that considerable sums were at various times advanced by himself, and still more by Leonard H. Johns, for such purposes. And if the books and accounts of said Johns had not been destroyed by fire, as said Johns alleged in his lifetime, and as this defendant believes, the extent to which such advances had been made, and the application of the funds of the estate as received, would, as defendant presumes, be satisfactorily shown, at least during some part of the time in which the said Johns was the acting executor of the estate. For the purposes of showing the nature of the trust devolved upon the executors by the will, the situation, income and expenses of the estate of the testator, the circumstances of the family, and the sums to be provided and applied to its maintenance and the education of the children, (which latter the testator had directed should be, as to his sons, "as good as the country can afford," and as to his daughters, "the best the place can furnish,") this defendant legs leave to exhibit herewith two statements, marked O. and P., filed herewith, and which, together with the papers to which they refer, he prays may *may* be taken as a part of this answer (copied in page 342, 344). And he believes they present a fair view of what might be the net income of the testator's estate, and of the charges upon it, and the expenses incurred in maintaining the family and educating the children, during the years comprehended in the statement. From this it will appear, that if the executors did receive all the sums mentioned in the complainant's bill, with which they have not charged themselves, (though this defendant does not know, and does not admit that they did, but leaves the same to be proved by them,) and even considerably more, still, so far from having funds of the estate in their hands to waste and misapply, they must have been greatly in advance, as above stated: in as much as the charges upon the estate must be met, and the family necessarily supported and educated, which could only be done by the income and funds of the estate, and the private means of the executors. And this defendant, for the purpose of showing that the principal actor in the present complaint was not wholly inattentive to his interests, and knew well the existence of the debts charged upon the estate, and took such measures as he thought best for his security, begs leave to exhibit herewith a paper, marked J. B. B, which he prays may be taken as a part of this answer, (copied in page 360, &c.) which is a bill filed in 1821, by one of the complainants in the equity side of this court, and which there re-

mained, as appears by the proceedings in said cause (to which this defendant refers) till July, 1824, at which time it was entered by his order, "Struck off." And this defendant presumes, that after filing this bill the complainant obtained the information he thereby sought, and after acting as agent of the executors, and endeavouring himself in vain to make satisfactory sales of the property to pay the debts, which he now contends were not properly chargeable on the estate, he became satisfied, that the money they had received had been fairly expended, and dismissed his suit.

STATE OF MARYLAND,
Montgomery County, sct.

On this sixth day of October, A. D. 1830, personally appeared before me, a justice of the peace in and for Montgomery county, in the State of Maryland, the above named defendant, George Peter, and made oath in due form, that the facts stated in the aforegoing answer, as *true* of his own knowledge, are true as stated, and that those as stated of the knowledge of others he believes to be true.

Sworn to before me,

ALEXANDER BROME.

MARYLAND, *Montgomery County, to wit:*

I hereby certify, that Alexander Brome, gentleman, before whom the affidavit to the aforegoing bill was made, and whose signature is thereunder written, was, at *at* the time of the making thereof, a justice of the peace in and for the county aforesaid, duly commissioned and sworn.

In testimony whereof, I have hereunto set my name and [L. S.] affix the public seal of said court, the sixth day of October, 1830.

BRICE SELBY,
Clerk of Montgomery Co. Ct.

Exhibit J. B., No. 1.

Exhibit J. B., No. 1, referred to in G. Peter's answer, page 306.

Georgetown, 6th September, 1821.

Dear Sir,—I was sorry that I had not an opportunity of seeing you a second time, as I expected, when you were last in town. I wished to consult you on a measure which I deem now indispensable, and to explain to you the necessity of a course which I now think it proper to pursue with Mr. Johns. I wished to give you an explanation of the circumstances, because otherwise you

might take offence at my proceeding, not knowing its necessity. I have been making some estimates, and find from all the evidence I can collect, that Mr. Johns, from the present state of his accounts in the register's office, is indebted to the estate $6000, or $7000, together with six or seven years' interest on that sum. In this calculation I supposed that personal property in the county was sold to the amount of $1500. Mrs. Peters professes to know nothing of this matter; but her impressions are, that more than this amount was sold there. I *assume* also, that Geo. Magruder has paid $8000 on land; this information he gave me last spring at the court house. Mr. Bowie has furnished me with the account of sales of the *toba.*, and with other moneys that passed through his hands.

You say that there were one or two of the lots sold in the city, but what they produced I do not know, and have taken this into my computation. I do not pretend to say that Mr. J. is positively delinquent in the above sum, or that he is at all so; but from the present state of his accounts in the reg. office, he is undoubtedly so. If he is not so, I am utterly at a loss to account for his conduct. He has been desired, if he has further payments or vouchers for which he is entitled, to lodge them in the office, and settle the account. You yourself have repeatedly desired him to do this; for this purpose he has been cited by the court; and yet he disregards them all. His purpose is to withhold all information on the subject. The following is a case illustrative of this disposition: Some time since, I requested him to furnish me with accounts of the arrears of the different tenants; Mrs. Peter made the same request to him, and he gave no information. Subsequently, I informed Mrs. P. that Gody, the tenant, was liable to be broken up, and I wished to know what he owed, that it might be saved. She requested this information of Mr. J., but did not obtain it. Gody has been committed to prison, and has made over all his property.

Under these circumstances, I again desired Mr. J. to inform me what his arrears were, that the goods might be distrained before they were removed, (for the lease only provides for a re-entry, but not for a sale of the house,) as they were the only security for the rent; but to do this for either of us, he pertinaciously refuses; with him, then, all delicacy must end; my only wish for him is that he should settle his accounts for all moneys that he has received. He will not obey citations from the Orphans' Court, and must now be brought in Chancery. For this purpose, it will be necessary, (and it was for this reason particularly that I wished to see you,) to bring a bill against all the executors. Mrs. Peter and yourself will have to answer to it, that all the money transactions were vested in, and confided to, Mr. Johns, and there will be no necessity for farther answer to the bill on your parts. I am very reluctant to pursue this course with him, as I am sure my delaying thus long sufficiently evinces; and if he was yourself or almost

any other man, it could not be necessary. The situation of the estate, under the best government, would be bad enough; but to bring such a temper into the business as that gentleman has, is ruinous.

On the subject of the general affairs of the estate, I am really at a loss how to advise. The suits at present brought will soon become judgements, and I have no doubt that suits will be instituted for the whole remaining debt, at the approaching court. These facts point out plainly that something must be done, at almost any sacrafice. Very often I anticipate total ruin to the estate, which excites in me great care and uneasiness for the fate of Mrs. Peter's family. Mr. Bowie informs me that he has made a proposal to you, which does not meet my approbation. It would be utterly impossible for me to comply with it, whatever course you and the other executors might take, not for want of disposition, but because it would not be in my power to comply with the requisites of the law, and on account of many other circumstances. Things go on in their accustomed course here; I am only astonished that there have *have* not been greater changes and sacrifices in property.

Present my respects to Mrs. Peter and Freeland, and believe me,

Yours with esteem,

J. B. BEVERLY.

Directed—George Peter, Esqr., Montauverd.

Exhibit J. B., No. 2, referred to, page 302.

Exhibit J. B., No. 2.

Georgetown, Monday, 23d Sept.

Dear Sir,—Mrs. Peter has sent up two notes for your endorsement. Upon inquiring at the Bank of Columbia, I find the debt stands as a private debt of Mrs. Peter; they say they have no legal knowledge of its being a debt of the estate. This is wrong, and it is desirable to change the nature of the notes; for which purpose, will you also sign two blanks as a drawer of the notes, that Mrs. Peters and Mr. Johns may also sign as drawers and executors? It is better that the transaction should appear in bank such as it really is; otherwise, Mrs. Peter's individual property is liable for the debt; I suppose the bank would receive such notes. But in the event of their not doing so, your endorsement on the others will be necessary. My astonishment is very great at finding so large a debt in the Bank of Columbia, and I imagine fearful things will soon take place. What do you think of offering at once city lots for sale? To advertise for a private sale at first, and if you cannot dispose of them, then set them up at auction. For I am satisfied that the debt is increasing much faster than property is advancing in value. Mr. Johns sees the necessity of closing the estate as soon as possible. I had no idea the debts of the estate were so great.

As soon as the land is recovered from Mr. Magruder, I think it is advisable to set it up, and let it go, even at a sacrafice. I am sincerely happy to hear that G. Dunlop and yourself are better. I have heard that you have offered for Congress in the last week; is it true? Present my regards to Mrs. Peter, Mrs. Freeland, and believe me, your friend,

J. B. BEVERLY.

Directed—George Peter, Montauverd.

Exhibit J. B., No. 3, referred to, page 19.

Exhibit J. B., No. 3.

Georgetown, 15 *May*, '23.

Dear Sir,—The money derived from the sales of the lots is not sufficient to pay the discounts and costs of the suits in the Branch Bank. It would be enough to pay the discounts now due, but they require the discount for sixty-four days hence, also; there is then a deficiency of about $170, which, if you could raise from the tenants above, in the course of a week, it would answer. Mr. Key is pressing me very much for his account; and there is nothing in this quarter to pay them. If you cannot get the money from the tenants above, to enable us to pay the discounts in the Branch, what do you think had best to be done with the money which was received from Kuhn? I think it ought to be applied otherwise than to the payment of the bank debts. I hope my young Bergami has come into existence by this time.

I feel much at a loss for companions in idleness, since you left town. There is nothing decisive from France or Spain. For myself, there is so little occupation in the world, that war would be an agreeable amusement, even, indeed, if we were brought in.

Ramsay talks of going to Baltimore to-morrow; if he goes, I should not be surprised if *he* were to return by the way of New York, he is such a votary of amusement. We are all well. Jane sends her love to Mrs. P., to whom, also, give my respects.

J. B. BEVERLY.

Directed to George Peter, Esq., Montauverd, Montgomery County.

Exhibit J. B., No. 4, referred to, page 302.

Exh. J. B., No. 4.

Geo. Town, 15 *Oct.*, 1820.

My Dear Sir,—I have received yours of the 14th, by which I discover your reluctance to becoming a party in ordering distresses on the tenants. I sent the blanks for your signature without a view of any immediate distress, but to have it in my power to make them, in *in* case removals were meditated by any of them; or in the event

of any other executions being levied on their property. But there are some of them who deserve no favor at all; such as Mayfield & Clemenston, who have both salaries, and were surely able to pay their rent, but who nevertheless are much in arrear, and who seem to disregard all requests. I sent the blank warrants, moreover, because the necessities of Mrs. Peter's family were very great, and that if they could be relieved in no other way, distresses on the tenants must take place. You will not be surprised at this, when I tell you (and I have the information from Mr. Johns,) that the tenants in the town and country are in arrear $1500 or $2000, which I hope may not all be lost. You know the nature of the property, the profits of which almost wholly consists of rents; and the family must be supported and taxes paid, exclusive of bank discount.

What think you of Eno's owing $600, two years' rent!! and there is not five dollars' worth of property in the house. That money is totally lost. From this one instance, you will see the necessity of keeping tenants punctual, even if it must be done by distress. You think Mr. Johns ought to have ordered the distresses. He (as I before have told you,) has no control whatever over the property, and whatever he has hitherto done, has only derived its validity from his being an agent of yours.

As you suggested, I have received from Mr. Lyons, $100 for Mrs. Peter, as an advance on the wheat. Is not the mill seat tract larger than you wrote me? I find on a book of your brother's, containing a list of his property, this item: "Part of Peter's mill seat, 242 acres;" and, as I understand it, his part was but the half. I rode out the other day to see this place, and saw Capt. White, who joins it. He offered to show me all the lines of the tract, but he was busily engaged cutting his tobacco; and, as a frost was expected that night, I would not take him from his work. I therefore only saw the eastern extremity of the land, which is as poor as could be imagined. Through this part of it, the turnpike runs. Capt. W. said he would give $15 for the whole tract. At any rate, he said he would wish to purchase about 60 acres which joins him. He rents this part of it, but has not paid for almost 2 years. He promises to pay in next month and in January. A man by the name of Norton rents another part of it. White says this man never paid rent, and is too poor ever to pay it. I do not think the land will bring the price you set upon it. I am much afraid it will not. As we are all desirous of selling, and having the estate settled, city lots must go. You see the necessity of it from the two notes you sent down. That debt in the Bank of Columbia, I understand, was originally, at your brother's death, $14,000; it has now become $20,000. These notes have not yet been put in. I request Mr. Whann, at the next meeting of the board, to make the proposition of changing the nature of the notes. What has been the result, I know not. I find they have been charging interest on the discounts of that debt, which is compound interest, which must be resisted. Mr. Johns

tells me no note was ever put in for the discounts, and if not, interest on them must not be charged. It may probably offend them, and lead them to harsh measures; but impositions ought to be resisted.

Have you piece of land called "James' Park?" I mean the original name in which it was patented. A part of the land Magruder bears that name, and I cannot find any deed or patent for it. He will probably make a defence to the suit, which will require titles to be shown, and if that cannot be, will be no judgement had against him. If you never had such a piece of land, possibly the deed for it may be among your deeds, as it is not among your brother's. This is an important matter.

Business here is very dull, and I think the times is getting worse. Wheat has been as low as 76 cents, I believe owing to the scarcity; it is now 80.

Present my respects to Mrs. Peter and F. Jane joins.

I am, respectfully yours, &c.,

J. B. BEVERLY.

Directed—George Peter, Esqr., Montauverd, Montgomery County.

Exhibit J. B., No. 5, referred to in G. Peter's answer, page 302.

Exhibit J. B., No. 5.

Geo. Town, 6th Oct., 1820.

DEAR SIR,—I have been anxiously expecting to hear from you, since I wrote you last, both that the notes may be returned, (for I fear the Bank of Col. will ill brook the delay, as they required them to be immediately renewed,) and also that we may know your opinion relative to the subject of my letter, to wit: making immediate sales of the property to discharge all the debts of the estate. Since my last, I have thought it would be better to make sale of the joint tract near the church, for it is more probable that land will bring a price, than unimproved city lots; and as a division of it can only be made by a sale, which the court has absolutely ordered. How many acres does that tract contain? Its distance from the city is not great, and, by a comparison with the sale you made last spring, and the valuable mill seat which is attached to it, it is quite probable it would bring a tolerable price with some credit. Will you let me hear from you on this subject, as soon as it is convenient?

The result of the Maryland election is not known, and there is a majority (democratic) of one in joint ballot, which I am very sorry to see.

Present my respects to Mrs. Peter, Mrs. Freeland, and Miss Sally.

And believe me, your friend,

J. B. BEVERLY.

Exhibit J. B., No. 6, referred to in G. Peter's answer, page 311.

Exhibit J. B., No. 6.

Avenue, 25*th Feb.*, 1825.

Dear Sir,—I have received your letter communicating Howard's claim. It is totally unfounded. I have not the means of stating the account you ask for, for reasons which I have formerly mentioned. When Howard first took the house, it was agreed that he should have the house free of rent, for one year, on condition of his putting the house in good repair. The materials for doing the work were furnished him; he did comparatively little to the house; the brick work before the house I had done and paid for. He only patched the roof and weather-boarding, and did some little work inside, and put up the division fence between himself and Jones, and all the plank, &c. was furnished him. The second year he was to pay $75 rent, in money, and new-roof the shed part of the roof, and find the materials. This roof, called the shed roof, is the back part of the main house.

Since the above was written, I have been looking over my papers and find the enclosed, which it may be better for you to have. You will see the original contract with Howard; and examining its date, I am inclined to think he owes much more rent than I stated to you, but the accounts have been in such a confused state, for causes which I have before mentioned to you, that I cannot be confident on this point. King's account, enclosed, solely for lumber furnished for that house. And, lest Howard should pretend that he erected the brick work in front, I enclose Hurdle's bill for that work, which I paid, which also embraces work on fire-places, &c. For the shed roof, Howard was to find the shingles, &c., and do the work, and at the same time to pay a rent of $75 for that year. It is an infamous thing in him to say the estate is in his debt; I rather believe he himself owes two or three times the sum. But the enclosed papers will certainly enable to defeat his claim. I should have written you by mail immediately on the receipt of yours, but knew the letter would reach you as soon or sooner by Mr. Ramsay.

I am glad to see you pursue a rigid course with the tenants; from which W. Peter tells me, Peabody is unwilling to come to a settlement of his account; he ought to be turned out of the house immediately; it belongs to William, and I have told him he ought to have this course with Peabody; and he is to be watched, that he takes nothing away with him, which he may have put on the house or lot.

In haste, for Mr. Ramsay,

I am yours, very respectfully, J. B. BEVERLY.

Howard gets nails for the work from Wharton & Grindage; I paid for them, but they were blended in an account of my own; if I were to send the receipt, it would enable you to distinguish

them. But if it is necessary, Wharton and G. can give the information. J. B. B.

Directed to James Kincaid, Esq., Georgetown, Dis. Col.

Exhibit J. B., No. 7, referred to, page 311.

Exhibit J. B., No. 7.

MR. JAMES KINCAID:

DEAR SIR,—I wrote you time in the last winter, calling your attention to my interest in the profits of the estate of David Peter, and requesting a remittance from you from those funds; since which time I have received no advice from you. You know in what manner I have heretofore abstained from requiring a distribution of those funds, on account of the necessities of the estate, and of the estate, and of the boys; but now my own necessities put upon me and compel me to urge this matter to you. I will therefore be very glad to hear from you with a remittance, as soon as you can possibly make it; a deposite in the bank will answer my purpose; and if you take that method, please send me a certificate.

The only money I have ever received from the estate, was $150, paid by you last year; and I must say that hereafter I shall insist upon a distribution of the funds between all that are interested; you will understand me to mean the funds that are not applied to taxes and back discounts. It appears to me that the expenses of the two boys must be at least $400 each, annually; the daughters are not entitled to an equal share, but I must insist upon their rights as to what they are entitled.

It has been now eight years since my wife received anything from the estate, with the exception above made; and the same of Mrs. Ramsay, since her marriage.

I request your very early attention to the subject of this letter, and am, very respectfully, yours, &c.,

10th May, '27. J. B. BEVERLY.

Exhibit J. B., No. 8, referred to, page 311.

Exhibit J. B., No. 8.

DEAR SIR,—I send down the carriage (Mrs. D. Peter's.) I think it best that it be sold, and the proceeds applied to the purposes of the estate; it the meanest built carriage that I ever saw; we have not used it six times since it has been here, and it is totally unfit for this rough country, or, indeed, any other; the harness goes with it. Mrs. Ramsay requests you to refund the money which she advanced, as soon as you receive enough, and to deposit credit in the Farmers & Mechanics' Bank. And I really wish to know if herself and sister can get no benefit of the estate, because the present distribution of the money is most unequal. I suppose that the two boys at Mr. Maffit's must spend $400 each, per annum, and William I dont know how much.

I have never had any part of the proceeds of the estate since I was married, nor do I believe Mrs. Ramsay has; and something of the kind would be peculiarly acceptable. I wish you would endeavour to make a remittance of this kind soon.

I am yours, respectfully,

J. B. BEVERLY.

Nov. 7th, 1825.

Directed to James Kincaid, Esq.

Exhibit J. B., No. 9, referred, page 311.

Exhibit J. B., No. 9.

Dear Sir:

Your letter on the subject of the sale P. Prospect, &c., I have received and should have been answered earlier, and I entreat your pardon for the neglect. However desirable it may be to procure money to pay the bank discounts, yet the property cannot be sold at this time, without the purchaser incurring great risque; and no one would purchase, if informed as he should be, what title he would acquire; for you know that it requires a decree of the Chancery Court to sell the real property of an intestate, when some of the heirs are infants; and in this case it is even questionable whether a court would order the sale of this property, on a reference to the will of Mr. D. Peter; this is my answer to this point of your letter, and Mr. Dunlop, or any other lawyer, will corroborate the legal opinion here expressed. The houses on Bridge street should certainly be repaired, as they will produce nothing without; but would it not be better to defer the repairs until tenants can be got for them? for if not inhabited, they would soon be reduced to their present condition. As to Peabody, all I have to say is, that he had no authority from me to lay out the rent on the house, but for the first two years, and then it was given by Mrs. Peter's direction; and if he has laid out more, which is not to be believed, he has done it without permission is that he be turned out and distrained for two years rent; I can give no direction, because I consider the property to be W. Peter's, by the will of his uncle Robert, and Maj. Peter is his guardian. White's house is in the same situation; but how the estate can be indebted to him, I can't imagine, for he owes several years' rent, and his house was sold, and produced but six dollars; of course his arrears of rent is to be credited only with this sum. I hope you have taken care of the accounts I sent you to make defence on Howard's warrant, for I shall want them. Can you inform whether Maj. Peter has collected the rents on the lands above the Sugar-lands, adjoining R. Dick's farm? When I left Georgetown, I understood they had not been paid; and if not yet paid, there must be at least $1000 of rent due there; it is strange that he does not collect it. Can you tell me whether the lands on the Potomac which *was*

bought by Geo. Magruder, dec., *has* been recovered; suits were in both the court of Appeals and Chancery, at Annapolis, for its recovery; if you do not know, will you inquire and inform me. I have not leisure now to give a fuller answer to your letter; if any point *it* it is unanswered, I can't lay my hands on it to examine.

I am respectfully, yours, &c.

18th July, 1825. J. B. BEVERLY.

Directed to James Kincaid, Georgetown, Col'a.

Exhibit J. B., No. 10, referred to in G. Peter's answer, page 311.

Exhibit J. B., No. 10.

Fauquier County, Va., June 16, 1826.

Dear Sir:

I have received yours of the 8th inst., on the subject of the pavement in the city. I do not know, and have not the means here of ascertaining how many lots of the estate there are, which front on the street, to be paved; I only know of the two on which the two houses are erected; and the cost you mention, $175, seems to be very great, for paving before these two houses and lot. You say, however, that you *has* ascertained correctly the cost, and you are no doubt correct. I believe it would aid very much in the renting the houses, that the streets should be paved, and have no objection to it on my part, providing it will be convenient to spare the money necessary; of that, however, I can form no judgment; you, alone, can judge it, and I shall be satisfied with the conclusion you may come to on that point. But the cost of the pavement fronting the house and lot where Peabody lives, I conceive should be chargeable to that house, and not to the estate; because I consider the house the sole property of William Peter, and he alone entitled to the rents of it, and therefore, that he should be charged with any expenses attending any improvement to it. I know that no legal opinion has ever been taken on the point of the ownership of that house, (it was derived under the will of P. Peter, jr.,) and that it has been considered the point, and have no doubt the house is fairly and legally the property of W. Peter. I state this, as well to intimate to you the cost of the pavement should be apportioned, as, also, how the rents of the house should be applied. I heard some time since that you were not in good health. I hope you have recovered your health, or that there is nothing serious threatening it.

I am, dear sir, very respectfully, yours, &c. &c.

J. B. BEVERLY.

I would thank you, if you would inquire what has been the issue of the suit against Geo. Magruder, for the land he purchased of the estate. If Maj. Peter is away, Mr. Key was the counsel in the case, and he may be able to inform you. It was in the court of

Appeals and Chancery, of Maryland. Please let me know if you can learn any thing on the subject. J. B. B.

Statement O, referred to in G. Peter's answer, page 318.

Statement O.

Account showing the annual income of D'd. Peter's real estate, from his death in Dec. 1812, to the death of his widow and subsequent separation of his family, say 12 years.

From the paper marked ⋈ (paper marked ⋈ copied in page 55,) in the hand writing of James Kincaid, the agent at one time of the estate, filed with his accounts; the rents, excluding the Mansion-house which the family occupied till 1st January, 1835, appear to be - - - - - - $942 00

Deduct for copies in collection, say ten per cent.; for repairs, ten per cent.; for commission, 5 per cent., say ¼, - - - - - 235 50

From papers marked W, Y, Z, T, S, and R, (papers W, Y, Z, T, S, and R copied in pages 346 to 350,) the average annual taxes appear, exclusive of cost of advertising, to amount to about . - 540 00

Making net annual receipt, - - $166 50

This, multiplied by the 12 years, makes the receipts, $1,998 00

The Farm worked by the executors for the family, appears in the year 1829, from paper marked V, (paper V, copied in page 64,) in the hand writing of one of the complainants, to have produced, $123 74

Of which ten dollars for the hire of women to the canal, and twenty dollars for a house rented to canal, not being the ordinary profits, should be deducted, 30 00

$93 74

A further deduction should be made for stock sold to canal, but taking this as the clear annual income, and ⋈, by 12, - - - - 1,124 88

Total received in 12 years, - - - $3,122 88

See also, as to paper marked J, K, L, M, and N, (papers J, K, L, M, and N, copied in pages 351 to 358.)

N. B. There were a few other tenements in Montgomery County, from which, generally, little or nothing was collected.

Statement P, referred to, page 318.

Statement P.

Account showing expenditure of executors of D. Peter, in supporting and educating the family of deceased, from his death, in

Dec., 1812, to separation of the family, say 1st January, 1825, 12 years. From paper marked Q, (paper Q, copied in page 71) it appears the children, at the testator's death, were of about the following ages: 13, 10, 7, 5, and 3 years old, and that the necessary expenses of the family were $1,500 per year, which × by 12, - - - - - -	$18,000 00
For the education of the daughters, say -	1000 00
For the sons, at least $1000 each, - -	3000 00
David Peter's estate was bound by his father's will to contribute, and did contribute to his mother's annuity, in cash, - - - - -	500 00
And one third of buying and keeping carriage and horse for her, and one third of her annual supplies of wood, corn, hay, beef and pork, say, -	200 00
	$700 00
This continued till her death in Oct., 1821, say 9 years, making - - - - - -	6,300 00
	$28,300 00
Income received as in statement O, - -	$3,122 88
Expended as above, and not allowed in executor's accounts, - - - - - -	25,177 12
The executors are also charged in the inventory with	14,158 28
Account of testator's personal estate in Montgomery and Georgetown, of which they only sold two or three, amounting to less than - -	1,000 00
And are allowed in account, No. 1, only the sum of	4,552 00
	$5,552 00
For that much delivered to the widow, as bequeathed to her, making - - - -	5,552 00
Being a balance of - - - -	$8,606 28
For which the family, on the death of Mrs. Peter, have sold a small part and hold the rest; this balance should be allowed the executors, -	8,606 28
The also credited, to be allowed for a debt due from the deceased O'Neale, and assigned to Thos. P. Wilson and Richard West, for which they made themselves responsible, and have since nearly paid, amounting to about - - - - - -	3,600 00
	$37,383 40

N. B. Interest should be allowed on many of these sums.

Paper marked W, referred to, page 342.

A list of Tenants on the property of the estate of D. Peter, deceased, and also property untenanted.

Names of Tenants.	Rents Quarterly.	When Due.	Remarks.
Robt. Kirby & Co. - -	$38 50	23d January, April, July and October,	Ground rent; the ground is the prop. of W. Peter.
Chs. C. White, - -	20 00	1st January, April, July and October,	Is the property of W. Peter.
Ninian Beall, - -	11 00	" " " "	Ground rent, the property of W. Peter.
Benj. Mayfield, - -	28 00	6th April, July, October, and January,	Ground rent.
Chas. E. Eckle, - -	14 00	1st January, April, July and October,	Ground rent.
Geo. Clementson, - -	21 00	1st January, April, July, and October,	Ground rent.
Hines & Nicholson, - -	6 00 six mo.	Due 14th of every month, - -	House rent.
Mrs. Barum, - -	5 75 six mo.	Due 1st of every month. - -	House rent.
One vacant house adjoining Mr. Clementson,			
John Howard, - -	18 75	1st January, April, July, and October,	House rent.
Vacant house, corner of Water and High sts., without a tenant, - - -	- - -	- - - - -	The property of H. Peter.
Cooper shop—Mr. Hilton,	16 25	10th Nov., February, May, and August,	
Large stone house, Water st.	- - -	- - - - -	Without a tenant; the property of James Peter.
Small frame house opposite F. & M. bank, Congress street,	2 00 six mo.	The 15th of every month, - -	The property of W. Peter.
Large stone house, Water st.	- - -	- - - - -	Without a tenant; the property of J. Peter.
Small frame house opposite F. & M. bank, Congress street,	2 00 six mo.	The 15th of every month, - -	The property of W. Peter.
Family dwelling house—Mrs. Custis, tenant, - -	300 00 per an.	1st Nov., February, May, and August,	The rent to commence as soon as she makes the repairs—$150 of the rent to be allowed.
Farm at the Slashes—Mrs. Myers, tenant, - -	100 00 per an.	Payable end of the year, -	This tenant will have a small account for some wood which she cut for the family in the spring.
Farm adjoining Mr. Curtz & Calder, on Rock creek—John Jones, tenant, - -	40 00 per an.	Payable at the end of the year, -	-
Henry Mayfield, - -	17 50 per qr.	6th February, May, August, and Nov.	Ground rent.

Paper Y, referred to, page 342.

Statement of Taxes, both Corporation, General and County, against the following persons for the years stated.

Corporation.	1812	1813	1814	1815	1816	1817	1818	1819	1820	1821	1822	1823	1824	1825	1826	1827	1828	1829	Total.
). Peter's,		96 12	120 15	58 47½	70 17	116 95													461 86½
). Peter's heirs,		80	1 00	1 00	1 20	2 00	162 50	130 00	135 00	126 56½	129 56½	86 37½	58 08	48 85	59 82	89 73	149 50	151 05	1333 03
arah Peter,				48 32½	57 99	96 65	145 50	116 40	132 60	124 31½	124 31½	82 87½	55 25						984 21½
V. Peter's g'dn's,				3 35	4 02	6 70	14 50	11 60	11 60	10 87½	10 87½	7 25	4 83						85 60
. H. Peter's do.				8 00	9 60	16 00	15 00	12 00	12 00	11 25	11 25	7 50	5 00						107 60
ames Peter's do.				2 00	2 40	4 00	7 50	6 00	6 00	5 62½	3 75	2 50							45 40
arah Peter.														4 16	5 00	7 50	12 50	12 50	41 66
																			3059 37
Country.																			
). Peter,	201 05½	170 59	170 59	61 17½	69 51½	69 51½	69 51½	37 07	41 71	46 34½	46 34½	23 17½	37 07	27 80	37 07				1108 54½
). Peter's heirs,		56	56	66	75	75	75	40	45	50	50	50	80	60	80				8 58
arah Peter,				36 51	41 49	41 49	41 49	22 13	24 89½	27 66½	27 66½	13 83	22 13	26 59½	22 13				348 01½
V. Peter's g'dn's.				2 21	2 51½	2 51½	2 51½	1 34	1 50¾	1 67½	1 67½	83¾	1 34	1 00½	1 34				20 46¾
. H. Peter's do.				5 28	6 00	6 00	6 00	3 20	3 60	4 00	4 00	2 00	3 20	2 40	3 20				48 88
ames Peter's do.				1 32	1 50	1 50	1 50	80	90	1 00	1 00	50	80	60	80				12 22
																			$4606 08

I have taken the above list of taxes from the official books of Georgetown, and of the Levy Court of the County, and esume it to be correct.

JOHN MOUNT.

June, 1830.

Paper Z, referred to, page 342.

Statement of Taxes paid on the property assessed to David Peter's heirs, for the years stated.

	1812	1813	1814	1815	1816	1817	1818	1819	1820	1821	1822	1823	1824	1825	1826	1827	1828	1829	Total.
Washington Corporation.	127 28	127 33	127 33	128 43	166 52	162 87	170 38	191 50	191 45	198 69	198 69	198 69	132 69	148 62	148 62	148 62	148 62		$2716 33

The books no doubt state by whom the taxes were paid.

Register's office, June 30, 1830.

I have examined the assessment of David Peter's heirs, for taxes due the Washington Corporation, from the year 1812, to 1828, both inclusive, and find the amount for each year paid, as stated above, to be correct, according to the books in this office.

C. H. WILTBERGER, *Clerk.*

Paper T, referred to, page 342.

Paper T.

Washington, June 26th, 1830.

Dear Sir:

I received your letter of the 19th instant, wherein you request that I would give you information, or furnish you with the amount paid for the direct tax in the name of David Peter's heirs. Inclosed you will find a copy of the amount and receipt, as far as the book states; by whom paid, and the day of the month, I did not enter on my book.

Yours, very respectfully,

GEORGE ADAMS.

W. W. CORCORAN,
Branch Bank, United States.

(Duplicate.)

Received this day of April, 1817, from the sum of twenty-nine dollars and twelve cents, for the direct tax of 1816, upon the property of David Peter's heirs, in the City and County of Washington, District of Columbia, east side of Rock creek.

$29 12. GEORGE ADAMS,

Deputy collector for the District of Columbia, east side of Rock creek.

The direct tax for 1816, was three millions, tax as above,	$29 12
Do. do. 1815, was six millions, -	58 24
Which would be - - - -	$87 36

Paper S.

Paper S, referred to, page 342.

Georgetown, July 23, 1830.

T. PETER, ESQUIRE:

Sir,—I have no hesitation in saying, that the taxes, repairs, and commissions, paid and payable, on the undevised real estate of D. Peter, deceased, in this district, since 1st May, 1829, is very near as much as the actual receipt of rents since that time.

J. HOLTZMAN,
Attorney for D. Peter's heirs.

Paper R.

Paper R, referred to, page 342.

23rd November, 1814.

Paid to Arnold T. Windsor, deputy collector for the Seventh District, in the State of Maryland, the direct tax,	$5 77
Paid to Thomas Howard, deputy collector for the Seventh District, in the State of Maryland, the direct tax, 1814,	84 79

25th April, 1816.

Paid to Arnold T. Windsor, the direct tax, in the Seventh District, in the State of Maryland, - - -	$100 00

18th September, 1816.

Paid George Andrew, deputy collector for the District of Columbia, - - - - - -	$135 18
Washington County, for 1815, - - -	18,538 00
Do. do. 1816, - - -	18,538 00
For Georgetown, for 1815, - - -	23,390 00
For do. 1816, - - -	23,390 00
Washington City, 1815, - - -	24,486 00
Do. do. 1816, - - -	33,304 00

Assessment of the estate of David Peter.

City of Washington, for 1815, } Do. do. for 1816, }	
Georgetown, 1815, - - -	$28,100 00
Do. 1816, - - -	28,100 00
Washington County, 1815, - - -	19,535 00
Do. 1816, - - -	19,535 00

Paper V.

Paper V, referred to, page 342.

Account of receipts and expenditures of farm, of the estate of David Peter, as rendered by George H. Peter, for the year 1829.

Cash paid for wheat crop, - - - - -	$388 24
For tobacco, - - - - - - -	49 85
For corn, - - - - - - -	62 86
Stock sold, - - - - - - -	108 75
Oat crop, - - - - - - -	38 88
Hire of women to the canal, - - - - -	10 00
Rye, - - - - - - -	12 00
Wool, - - - - - - -	7 25
Work on the road, - - - - -	7 80
House rent to the canal, - - - -	20 00
	$705 63

Wages to G. H. Peter, for 1829, as manager, -	$133 33
Blacksmith's bill, - - - - -	75 00
Wages for a man to superintend during the sickly season,	20 00
Expenses, including clothing for people, - -	333 56
	$561 89
Doctor's bill, amount unknown, and not paid, -	$20 00
Balance retained by G. H. and James Peter, minors,	$581 89

7th July, 1830.

GEORGE PETER.

Two *and* three small farms in the neighborhood of Rockville, producing very little, but one of them there rented, and that for the thirds, has produced but little for many years; the land very poor. One tenement, rented in Medley's, in 1829, for 150 dollars; the rent disputed and suit brought. One tenement rented for 50 dollars, and another tenement for 40 dollars. The estate of David Peter had to pay one-third of the annuity of fifteen hundred dollars, to Mrs. E. Peter, during her life, exclusive of hay, corn, pork, beef, wood, &c.; a large item to be paid from the death of David Peter, to the death of my mother.

7th July, 1830.

GEORGE PETER.

In consequence of the operations on the canal, the products of the farm *was* increased for 1829; the extra sale of stock, hire of women, and rent of houses, is an addition to what was produced in former years.

	G. P.
⅓ of 40 cords of wood per year, at $5, - -	$66 66
2000 lb. pork, 5, - -	33 33
1500 lb. of beef, 5, - -	25 00
40 bbls. of corn, 3, - -	39 33
Carriage and horses, 1100, - -	366 66
	$510 98
½ of annuity in money, - - - -	500 00
	$1010 98

Paper J.

Paper J, referred to, page 342.

WASHINGTON COUNTY, D. C., *to wit:*

Personally appeared before me, one of the Justices of the Peace for said county, John Lyons, and made oath, on the holy Evangelists of Almighty God, that he had heard Leonard H. Johns, during his lifetime, repeatedly declare, that the income of the late David Peter was not sufficient to support the family of the said Peter and to pay the interest on the bank debts due by the estate; and that he had frequently to advance funds of his own, to enable Mrs. Sarah Peter to get along. This deponent further saith, that in December, 1821, he advanced to Mrs. Sarah Peter one hundred and fifty dollars, to be refunded by the delivery of wheat, which he received in the month of March following; and that in September, of 1822, at the request of Leonard H. Johns, he loaned to the said Sarah Peter his note at sixty days, as an advance on her wheat; which wheat he received early in the year 1823.

And further, this deponent saith not.

Georgetown, 28th May, 1830.

THOMAS PETER.

Received, in March, 1822, 136 bushels wheat, $1 10, for cash advanced.

Received, " 1823, 216 do. do. 1 18½, for note advanced.

Paper K, referred to, page

WASHINGTON COUNTY, D. C., *to wit:*

Personally appeared before me, one of the Justices of the Peace for said county, Arnold Boone, and affirmed, that he had heard Leonard H. Johns frequently say, that the estate of David Peter was not able to pay the demands against said estate; and that Leonard H. Johns requested him to let the estate of David Peter and the private account of Sarah Peter have what they might want from the store of Arnold Boone & Co., and that he would pay the said accounts. I went on to let them have goods, accordingly; and, accordingly, presented the accounts to Leonard H. Johns, which he continued to pay, for some time; after which, he said, when I presented the bills, there was no funds, but said he would pay them out of his own funds, and wait, to see if he could get it from the estate; this he did at several times; at length told me the estate could not pay their debts, and requested me to let them have no more goods, as there was nothing coming in from the es-

tate to pay the debts. I, accordingly, stopped; the last charge to the estate of D. Peter's estate, by me, was in June, 1819. The estate then owed me $170 78, and the last charge to Sarah Peter, was in November, 1818. She then owed me $169 67, no part of which has ever been paid me of either of the accounts; having frequently, after, called on Leonard H. Johns, who as often told me, that if there was any thing to be had from the estate I should be paid; which I always considered would be the case, as he was then a partner of mine in said store and business. He afterwards told me, that he had given up the business, as he had been much pestered with it, and had paid a good deal towards the estate out of his funds, and never had got, nor never expected to get it back again, as he could not get any thing from the estate. In pressing Leonard H. Johns for the claims I held against the estate, he told me that the expense for repairs of property, taxes, and education of the children, were so heavy, that there was nothing left to pay the debts with. I also called on John Holtzman, for payment of my claims, who was agent for the estate, who informed me that he was only agent for recovering, and not for paying; so that I never, to this 7th day of June, 1830, have been able to get any part of my claims against said estate.

ARNOLD BOONE.

Arnold Boone affirmed, before me, to the above statement, this 7th day of June, 1830.

THOMAS PETER.

Paper L, referred to, page 342.

WASHINGTON COUNTY, *to wit:*

Personally appeared before me, the subscriber, a Justice of the Peace, Benjamin F. Mackall, and makes oath, that he was intimately acquainted with the late Leonard H. Johns, particularly at the time he had the management of the estate of the late David Peter. That he has frequently heard the late Mr. Johns complain of the productiveness of the estate, and of his having to make considerable advances, from time to time, for the payment of expenses, and towards the support of the family of the late David Peter. That he has frequently heard him complain of being very frequently importuned by J. B. Beverly, who married one of the daughters of the late David Peter; in consequence of which, he had relinquished to Mr. Beverly the management of the estate, which he again pronounced unproductive, and that Mr. Beverly would find it so. The deponent also says, he was sufficiently acquainted with the estate, (in his opinion,) to say it was unproductive; and that the late Mr. Johns was, in his opinion, in considerable advance to the estate.

Sworn before the subscriber, a Justice of the Peace, this 14th June, 1830.

THOMAS PETER.

Paper M, referred to, page

Personally appeared before the subscriber, a Justice of the Peace for Washington County, District of Columbia, Mrs. Margaret Johns, and made oath on the holy Evangels. of Almighty God, that she hath often heard Mr. Leonard H. Johns say, that his books and some of his papers were burnt, when the store-house of Mr. John Peter was burnt, which was when he kept them. She also knew, that her sister-in-law, Mrs. David Peter, was frequently distressed for money for her house expenses and support of her family; and she believes, and has heard her husband say, that he has advanced his own money for her use, as the estate did not furnish means enough for the demands of the family, taxes, discounts, &c., &c., and rather than be plagued so frequently by Mr. Beverly, who thought his wife had a great fortune, he determined to give the collection of the rents and management up to him—which he did—of the estate of David Peter, dec'd.

THOMAS PETER.

Georgetown, 26th May, 1830.

Paper N, referred to, page 342.

Georgetown, July 23rd, 1830.

I have owned, for about four years past, a valuable farm in Montgomery county and near the mouth of Seneca creek, which has been cultivated for my use under the care of a manager; each and every year the expenses have been greater than the income; it must however be marked, that I have considered that the farm has been most miserably managed.

C. SMITH.

Sworn to before THOMAS PETER.

Paper 2, referred to, page 342.

The number of children in the family of David Peter, deceased, and their ages in 1812.

13,	Jane Beverly, about now	29	years of age,
10,	Elizabeth Ramsay,	26	do.
7,	William Peter,	23	do.
3,	James Peter,	19	do.

I accord in opinion with Mr. George B. Magruder and Col. John Cox, that Mrs. David Peter, deceased, could not have spent a sum

less, (in the manner she and her family had been accustomed to live,) *that* fifteen hundred dollars per year.

S. MACKALL,

Sworn to before the subscriber, this 3d day of August, 1830.

THOMAS PETER.

Mrs. David Peter's house expenses, keeping two male and three female servants, a carriage, a pair of horses and a waggon and two cows, not less than fifteen hundred dollars per year, for Dr. bill—

Year's education for Mrs. Beverly, - - -	$100
do. Mrs. Ramsay, - - -	100
do. Wm. J. Peter at Mr. Maffit's, and at Carlisle College, - - -	1100
At Mr. Maffit's school, Hamilton, 2 years, - - -	250
At Carlisle College, 2 years, - - - - -	300
The same for James Peter,	$1100 ——
	1100

D. C., 31*st July*, 1830.

Then came before the subscriber, a justice of the peace, (Mr. George B. Magruder and John Cox,) and made oath that in their opinions, the expenses of Mrs. David Peter, deceased, could not, in the way and manner she had been accustomed to live, spend less than fifteen hundred dollars per year, to the best of his judgment, and for her family expenses, &c.

JOHN COX,
G. B. MAGRUDER.
THOS. PETER.

End of George Peter's answer.

Exhibit J. B. B. referred to in George Peter's answer, page 319.

To the Honorable the Judges of the Circuit Court of the District of Columbia, for the county of Washington, as a Court of Chancery sitting:

Your orator and oratrix, James B. Beverly and Jane, his wife, which said Jane is the daughter of one of the devisees under the last will and testament late of the county of Washington, deceased, humbly complaining, sheweth unto your honors, that the said David Peter, the father of your oratrix, Jane, died on the having previously made and published his last will and testament in writing, whereby he appointed Sarah Peter, Leonard H. Johns and George Peter his executors; that the said Sarah Peter, George Peter and Leonard H. Johns, did subsequently as executors to the said will, in the Orphans' court of Washington

county, and undertook the trust of the execution thereof; that in pursuance of the duties thereby assumed, the said executors proceeded to the collection and to sale of the property of the estate of their testator, and also to the payment of debts due from the said estate; that they then proceeded in their duties till some time in the year 1814, since which time there appears no records or other evidence in the office of the register of wills of Washington county, of any further settlement or of payments made by the executors, though the estate of their testator continued at that time, and is still much and greatly embarrassed by debt; that this cessation or neglect of their duties has been exceedingly prejudicial the estate of their testator, inasmuch as large debts are suffered to remain unpaid, and to accumulate by the addition of interest; the accumulation of which, by interest, has been in the instance of one debt as much as $7,000, notwithstanding the said executors, earnestly directed by the will of their testator, to settle and discharge his debts as quickly as it was possible, and notwithstanding particular property was appropriated by the will of their testator for their payment; and by this delay no possible benefit has arisen to the estate of the said David Peter, but an incalculable injury by the immense depreciation of the whole property of said estate.

Your orators are well informed, that the said executors did make sale of large tract of land situated in the county of Montgomery in the State of Maryland, belonging to the estate of their testator, and received as partial payment of the purchase a large sum of money, the amount of which your orators seek a discovery from the said executors on their corporal oaths.

Your orators are further well advised, that at the time of death of the said David Peter, he possessed large quantities of tobacco, the particular quantity are unknown to your orators, a discovery of which, and the proceeds thereof, if the said tobacco has been sold by the said executors, and if not, what application has been made of it, your orators seek a discovery from the executors on their corporal oaths. They further seek a discovery from the executors on their oaths, of what part or proportion of the personal property of the estate of David Peter, embraced in an inventory taken by the said executors in the county of Montgomery and State of Maryland, has been sold by them, and the sums of money produced by such sales, and how the said money has been applied.

Your orators are also well informed, that the said executors, under the authority of the will testator, did make sale of certain lots of ground in the city of Washington, the property of their testator's estate, and they seek a discovery on oath from the said executors, of the number, description, &c., of the said lots so sold, and the proceeds of the sales thereof, and what application has been made of the purchase money arising thereof; that at the time of the death of the said David Peter, your orators have reason to believe, there were many debts and monies due to him from sundry and various

persons, and your orators therefore seek a discovery from the said executors on their oaths, of all such debts that were due to the estate of their testator, from whom and *and* what debts have been received by them.

And your orators would further shew to your honors, that your oratrix is totally deprived of all benefit under her father's will, by reason of the extraordinary delay and neglect executors insettling up the estate of their testator, and thus the devise that her deceased father so bountifully bestowed, is in a great measure defeated, because of the great increase of the debt as aforesaid, and the consequent injury to the said estate; and forasmuch as a division of the estate cannot be had, because of the impossibility of knowing how much of its property will be consumed in discharging its debts, which said inconvenience and injury would have been averted by a prompt settlement of the estate, on the part of said executors.

In tender consideration whereof, and forasmuch as the said David Peter has now been dead for the period of nine years, and the said executors have been cited by the Orphan's court of Washington county, to account and to settle the estate of their testator, and failed so to do, and forasmuch as matters of this nature are properly cognizable in a court of equity before your honors; to the end, therefore, that the said Sarah Peter, George Peter and Leonard H. Johns, may upon their corporal oaths, true and perfect answers make to all and singular the premises, as fully and particularly as if the same were here again repeated and interrogated, and that your orator and oratrix may have such other and further relief in the premises as to your honors shall seem meet; may it please your honors to grant to your orators the United States most gracious writ of subpœna, to be directed to the said Sarah Peter, George Peter and Leonard H. Johns, to be and appear before your honors in this honorable court on the first Monday in October next, then and there to answer the premises, and stand to and abide such order and decree therein, as to your honors shall seem agreeable to equity and good conscience, and your orators as in duty bound will ever pray, &c., &c.

J. B. BEVERLY, *Solicitor.*

Ans. of Bk. of Col'ba.

Answer of the Bank of Columbia.

To the Honorable the Judges of the Circuit Court of the District of Columbia, for the county of Washington, as a court of equity now sitting:

The answer of the President, Directors and Company of the Bank of Columbia, to the bill of complaint of James B. Beverly and others, heirs and representatives of David Peter, late of Washington

county, deceased. These defendants, saving and reserving to themselves all benefit of exception to the errors and imperfections of said bill of complaint, by way of answer thereto, or to so much thereof as they are advised it is material for them to answer to, they answer and say, that they admit that the said complainants are the heirs and representatives of David Peter, in said bill of complaint named, and that said Peter died as therein stated, sometime in December, 1812, and that he duly made and executed the will as stated and referred to in the said bill of complaint. Also, that the persons therein named and appointed by the said will as executors, qualified as such, and that the said Sarah Peter and the said Leonard H. Johns have departed this life, leaving the defendant, George Peter, the surviving executor. And these defendants state, that the said David Peter, at the time of his death, had notes to a large amount then running in the Bank of Columbia, and which had been long running as a standing accommodation to the said David Peter, deceased, and they refer to a paper herewith exhibited, marked exhibit B. C. (copied in page 374) taken from the books of the Bank of Columbia, to show the amount of said notes and their situation, at and after the death of said Peter, which said exhibit they pray be taken herewith as a part of this their answer. They also refer to the same paper, to show how the said accommodation to the said deceased David Peter was continued in the said bank, and renewed from time to time for the accommodation of his estate and representatives, and at the request of the executors, after his death and until the assignment and transfer of said bank to the Bank of the United States, of all the property and debts of the said Bank of Columbia, and among others of the debt secured by the notes mentioned in the said exhibit. And these defendants refer to the answer of the said defendant, George Peter, the surviving executor aforesaid in this cause, to show the reason and manner, and purpose and understanding, with which the notes of the said notes of said deceased, David Peter, which as these defendants believe, is truly stated in the said answer.

These defendants have always understood, and do fully believe, that the said arrangement was assented to and continued on the part of the bank, because it was considered difficult, if not impossible, at that period, to raise the funds necessary to discharge the said bank debt of the said deceased, without danger of sacrificing the estate and subjecting it to a great loss. And the rules of the bank required, in order that the accommodation should be continued, that new notes should be given, and they were offered by the executors and accepted by the bank, in the manner in which they were taken, with the understanding and expectation that the executors, as soon as they could with convenience and propriety obtain funds from sales of the deceased's estate, would apply them to the discharge of said debt.

And these defendants further answering, say, that if the com-

plainants are right in the discovery which they think they have made, that David Peter's estate ceased to be liable to the bank for his debt as soon as the notes of the executors were substituted for his, yet they are unable to perceive how this can entitle the complainants to the extraordinary request they make, of being allowed to take all the benefit of the deceased's estate, without the burthen of its debts. For if, by taking the note of the deceased out of the bank and substituting their own, the executors became liable to the bank in the place of the estate, it is to be presumed that, by the same operation, the estate became liable to the executors in place of the bank. That trustees, who advance either their money or their responsibility in anticipation of the trust funds, and in relief of the trust estate, can resort to the trust estate for their security or reimbursement, cannot well be questioned. The executors, therefore, having this right of resort to the trust estate, on account of the liability they had assumed, could hold that resort, and apply to it on their own account whenever called on to discharge this liability; or could hold it on account of the bank, and for the benefit of the bank, either by the understanding at the time of the arrangement, or by subsequent agreement. And these defendants contend, that from all the circumstances in the case, as before referred to, it is obvious that both the executors and the bank, and the agents of the executors, and one of the complainants, (one of those agents as well as one of the heirs,) looked to the trust estate as still liable for the debts, and to a sale of it as the only means of payment. And if this were not so, yet the defendants contend, that if the executors substituted their liability for that of the estate, it is impossible to doubt the right of the executors to resort to the estate to enable them to meet such liability.

The complainants, aware of this evident right of the surviving executor, set up their other pretences. They charge that *that* the executors ought to have raised money to pay the debts by greater diligence, and speedier sales. Again, that they had funds in hand, but did "not properly apply them in a lawful course of administration." These defendants can know nothing of their own knowledge of the conduct of the executors, of their diligence in procuring funds, or of their manner of applying them. From the information, however, contained in the answer before referred to, of the surviving executor, they believe the executors acted honestly, and as they believed to be best for the estate, in delaying to make sales, and without culpable negligence; and they require of the complainants proof of these charges.

As to their "not properly applying funds in their hands in a lawful course of administration," the defendants regret that the complainants have not been a little more particular. They have not intimated even a suspicion that the executors have abused their trust, by applying these funds in any way whatever to their own uses. It is only most gently and delicately suggested, that they did

"not properly apply them in a lawful course of administration." It would have made a singular appearance in the bill of the complainants, if they had specified the nature of this improper application of funds, contrary to "the lawful course of administration." It would then have appeared that their complaint was this—that these executors did not apply all the funds of the estate as fast as they received them, "in a lawful course of administration," to the payment of the debts, but actually applied as much of them as was necessary to the maintenance of the testator's family. They provided both food and raiment for his children, and even went so far as to undertake to educate them; and the banks, the creditors that ought to have insisted on "the lawful course of administration," stood by and connived at all these outrages on the rights of the complainants, who are now suffering the intolerable grievance of having their real estate, as they complain, burthened with debt, because the executors thought it necessary to burthen their minds and bodies; this, too, when they were infants of tender years, and unable to resist, as they would now do, such unreasonable and cruel treatment. This would have been the language of their complaint, if they had made this specification of the improper application of the funds. And if, as these defendants believe, no other application of the funds can be shown than to the payment of debts, the support of the family, and the reasonable and proper education of the children, however contrary to the course of lawful administration it may have been, those who have had the benefit of the expenditure can have no standing in court of equity at least, to complain of it. These defendants admit that they filed the bill stated by complainants, to enforce the sale of the estate for the payment of their debts; and they have not thought it necessary to proceed in it, because they found, afterwards, that the executor was disposed to execute the trusts of the will, as they trust he will be allowed to do. And these defendants deny all fraud and collusion wherewith they are charged, and pray to be hence dismissed with their reasonable costs. Without this, that any other matter and thing alleged in said bill of complainants, and not herein sufficiently answered, traversed, and denied or confessed, and avoided, is true as charged.

F. S. KEY,
Sol. for Defts.

The aforegoing answer of the above named defendants, the President, Directors, and Company of the Bank of Columbia, was taken under the common seal of the said corporation, as by the said seal affixed appears, at the city of Washington, in the District of Columbia, the third day of November, in the year of our Lord eighteen hundred and thirty, and it is further verified by the signature of the President of said bank.

[L. S.] RICHARD T. LOUNDES,
Pres't of the Bank of Columbia.

DISTRICT OF COLUMBIA,
Washington County, sct.

This third day of November, in the year of our Lord eighteen hundred and thirty, personally appears Richard T. Loundes, President of the Bank of Columbia, before the subscriber, one of the justices of the peace for the said county and district, and makes oath in due form of law, that the facts and matters stated in the aforegoing answer in chancery, so far as stated of his own knowledge, are true as stated; and so far as stated upon the knowledge and information of others, he believes them to be true as stated.

Sworn to before me,

S. H. SMITH, *J. P.*

Bank of Columbia's Exhibit B. C.

Exhibit B. C.

Exhibit B. C., referred to in the foregoing answer, 367 page, (derived from books of Bank of Columbia,) December, 1812. David Peter was indebted to Bank of Columbia, on notes drawn by him and endorsed by Thos. Peter:

1 note due Nov. 9, 1812, - - - - - -	$12,416 34
1 do. Oct. 6, do. - - - - - -	1,010 67
On the 8th April, 1813, a note of Sarah Peters, endorsed by L. H. Johns and Geo. Peter, was discounted,	14,227 01

The following payments were made on account of these notes:

1813, April 21, $279 53, consisting of bank notes,	$304 28
do. check of W. Crawford,	75 25
" May 7, 149 78, check on Union Bank,	
1814, Feb. 22, 600 23, do. do.	
" May 31, 309 25, check on L. H. Johns, administrator of David Peter, on Bank of Columbia.	

The books of the Bank of Columbia do not show by whom these payments were made, except as above stated.

The note for $14,227 01 remained stationary until Sept. 21, 1820, when two notes were taken.

1st. Drawn by Sarah Peter, endorsed by L. H. Johns and Geo. Peter, for - - - - - -	$13,515 65
1 do. do. do.	6,499 74

And on 8th March, 1821, another note was discounted, drawn and endorsed same way, for - - - $755 30

SA. H. SMITH,
Prest. office B. U. S., Washington.

June 26, 1830.

Thereupon, the Bank of the United States, by its said attorney, filed in court here the following answer to the aforegoing bill of complainants, to wit:

Ans. of Bank U. States.

Answer of the Bank of the United States.

The answer of the President, Directors, and Company of the Bank of the United States, to the bill of complaint of James B. Beverly, and others.

These defendants, saving to themselves all benefit of exception to the errors and imperfections of said bill of complaint, by way of answer thereto, or to so much thereof as they are advised it is material and proper for them to answer to, they answer and say: that they admit that the said complainants are the heirs and representatives of David Peter, deceased, in the said bill named, and that said Peter died as therein stated, having made the will therein stated and referred to. They admit, also, that the persons named in the said will qualified as executors, and that the defendant, George Peter, is the whole surviving executor.

And these defendants state, that they are the assignees, for a valuable consideration, and without notice of any dispute or ground of dispute of the Bank of Columbia, of the debts due to that institution from the estate of the said David Peter, and mentioned in complainants' said bill, and the papers therein referred to. And they know nothing as to the other matters charged in the said bill, except from the information contained in the answers of the Bank of Columbia, and of the defendants, and surviving executor, George Peter, to the complainants' bill in this cause, which information they believe to be correct, and require the complainants to make such proof of the matters so charged in their said bill, as to your honors shall seem sufficient. And they refer to the said answers of their said co-defendants, and pray that they may be taken as part of this their answer.

And these defendants say, that the said surviving executor, in any view that may be taken of the case, ought not to be further enjoined from making the sale by him advertised and attempted, as stated in the said bill; and that he is both entitled on his own account, and for his own exoneration from the liability he has assumed, and bound on account of these defendants, and to fulfil the trusts he has assumed, to sell the estate of the *estate of the* testator for the payment of the debts due these defendants.

And these defendants beg leave to exhibit herewith a paper, marked Exht. U. S. B., (copied in page 379,) which they pray to be taken as a part of this their answer; and which statement shows truly the nature, amount, and situation of the debt now due to these defendants; and besides the debt due by assignment as aforesaid, from the Bank of Columbia, there is also now due to these defendants, as in said statement appears, the sum of $9,097 56, with interest thereon, on account of a judgment of the Union Bank of Georgetown against George Peter, the surviving executor of said David Peter, obtained against him on account of his engagement to the said bank for a debt due to that bank from the estate of said testator, and which has been advanced to the said Union Bank by these defendants, and the judgment assigned by said bank to them; and which debt was originally due from the estate of the said David Peter, to said Union Bank, and continued in that bank after his death, for the accommodation of his executors, as appears by a paper herewith exhibited, marked Exht. U. B., (copied in page 382,) which these defendants pray may be taken as a part of this their answer, and which is truly taken, as these defendants believe, from the books of said Union Bank; and which money was advanced, and assignment taken, by these defendants, to relieve property on which they had liens subsequent to the lien of the said judgment.

And these defendants deny all fraud and collusion wherewith they are charged, and pray to be hence dismissed with their costs. Without this, that any matter or thing in the complainants' said bill alleged, and not herein sufficiently answered, traversed, and denied, or confessed and avoided, is true as charged, &c.

F. S. KEY,
Solicitor for Defts.

The aforegoing answer of the above named defendants, the President, Directors, and Company of the Bank of the United States, was taken under the common seal of the said corporation, as by the said seal affixed appears, at the city of Philadelphia, in the State of Pennsylvania, the fourth day of November, eighteen hundred and thirty, and is further verified by the signature of the President of said bank.

[L. S.] N. BIDDLE, *Prest.*

CITY OF PHILADELPHIA,
State of Pennsylvania, sct.

This fourth day of November, in the year of our Lord eighteen hundred and thirty, personally appears Nicholas Biddle, President of the Bank of the United States, before the subscriber, Mayor of the city of Philadelphia, and makes oath in due form of law, that the facts and matters stated in the aforegoing answer in chancery, so far as stated of his own knowledge, are true as stated; and so far

as stated upon the knowledge and information of others, he believes them to be true as stated.

[L. S.] In testimony whereof, I have hereto subscribed my name, and affixed the corporate seal, the day and year above stated.

B. W. RICHARDS, *Mayor.*

Exhibit U. S. B., refer'd to, page 377.

Statement of the debts claimed to be due to the office Bank U. States.

Bank U. States, Exhibit U. S. B.

1821, May 22.	Notes from the Bank of Columbia, which were discounted 1st May, 1821, to credit of Bank U. States, were on this date charged up—Note -	$13,515 65
	do. -	6,499 74
		$20,015 39
Sept. 18.	Note due 12th July, 1821, for - -	$20,789 00
	Note which was discounted to Cr. Bank U. States on 1st May, 1821 - - -	775 30
	Over interest - - - - -	235 60
	Two protests - - - - -	3 50
		$21,803 40
1822.		
March, 19.	Note due 17–20 Nov. 1821 - -	$20,789 00
	ditto - - -	700 00
	Over interest - - - - -	426 16
	Two protests - - - - -	3 50
		$21,918 66
Sept. 12.	Note due 18–21, May, 1822 - -	$20,789 00
	ditto for - -	700 00
	ditto - - - - -	660 00
	Over interest - - - - -	413 45
	One protest - - - - -	1 75
		$22,564 20

Nov. 12.	Note due this day - - - - -	$20,789 00
	ditto ditto - - - - -	1,360 00
		$22,149 00
		$108,450 65
	Balance due Nov. 12th bearing, interest	$22,148 14
	Add sum paid by the office Bank U. States, Washington.	
1830.		
Jan'y. 7.	Judgment of Union Bank of Georgetown, against Sarah Peter and George Peter, with interest on $5,572 61, till paid - - (Referred to page)	$9,097 56

Washington, from the executors and estate of the late David Peter.

1821.		
May 22.	Note discounted this date and due 9–12 July - - - - - - -	$20,789 00
	Discount off - - - - - -	221 75
		$20,567 25
Sept. 18.	Note discounted this date and due 17–20 November - - - - - -	$20,789 00
	Discount off - - - - - -	221 75
		$20,567 25
	Note (to renew one for $775 30, dis. to credit Bank U. States, 1 May, 1821,) for	$700 00
	Discount off - - - - - -	7 47
		$692 53
1822.		
March 19.	Note discounted this date and due 18–21 May, 1822 - - - - -	$20,789 00
	Discount off - - - - -	221 75
		$20,567 25
	Do. for - - - - -	700 00
	Discount off - - - - -	7 47
		$692 53

	New note to cover interest discounted this date - - - -	$660 00
	Discount off - - - -	7 04
1822.		$652 96
Sept. 12.	Cash, the only payment - -	650 00
	Note discounted this date, and due 9–12 Nov. 1822 - - - - -	$20,789 00
	Discount off - - - - -	221 75
		$20,567 25
	Do. for - - - - -	$1,360 00
	Discount off - - - - -	14 51
		1,345 49
	Balance, - - - - - -	$22,148 14
		$108,450 65

OFFICE, BANK U. STATES,
Washington, Oct. 30, 1830.

I certify to the correctness of this account, and that the payment of six hundred and fifty dollars on the 12th Sept., 1822, was made by Mrs. Sarah Peter, executrix of the late David Peter.

RD. SMITH, *Cashier.*

Bank U. States—Exhibit U. B.

Exhibit U. B. referred to, page 378.

When David Peter died, there was two of his notes in the Union Bank of Georgetown, one for $8,625, which fell due Dec. 19–22, 1812, and was charged to Sarah Peter the day it fell due, she having obtained a discount on her note for a like amount, with George Peter and Leonard H. Johns security; the other note was for a $1000, which fell due on January 22–25, 1813, and was charged to Sarah Peter the 26th, she having a note discounted with the same security as the former; these two amounts, making $9,625, were continued from time to time, until January 29th, 1816, when a new note for $8,625, was discounted; and on June 3d, one for $7,625, was discounted and was continued for that amount as long as Mrs. Peter lived, to wit: until Nov. 30th, 1819, the date of the last note which fell due Jan. 29, 1st February, 1820; a note was discounted, Nov. 30th, 1819, for $309, to pay the discount then due.

The payments made on the above notes were

Feb'y. 19th, 1813.	Discharged by executors of David Peter - - - - -	$102 67

	Brought forward - - -	$102 67
June 29.	Discharged by executors of David Peter -	308 01
Aug. 1, 1814.	Check on F. and Mechanics' bank -	300 00
Jan'y. 18, 1815.	By executors of D. Peter - -	615 42
Aug. 8.	ditto same same - -	302 79
June 4, 1816.	Ch. Bowie and Kurtz - - -	1,000 00
March 21, 1817.	- - - - - - -	218 15
Jan'y. 7, 1818.	Ch. dis. and dep. - - - -	2,058 84
March 12, do	Ch. F. - - - - -	119 71
July 14, do	Ch. F. - - - - -	80 06
Jan'y. 9, 1819.	Provl. of S. Peter's note discount -	305 76
Jan'y. 11, 1820.	By ex'rs. of D. Peter - -	156 88
June 2, do	Leond. H. Johns - - -	220 00
Divid. of the stock in the Union Bank, standing in the name of D. Peter, and post to this account as they become due - - - - - -		210 00
April 4th, 1823.	Proceeds of U. S. Bank stock, standing in the name of D. Peter -	870 00
June 13, 1823.	Part ch. dis. dep. - - - -	742 86
Oct. 26, 1824.	By James Kincaid - - - -	351 04
Oct. 5, do	same - - - -	118 93
Oct. 29, do	same - - - -	300 00
Dec. 5, do	same - - - -	50 00
March 31, 1827.	same - - - -	400 00
Oct. 3, do	Dep. - - - -	100 00
		$9,097 56

The above is a statement from the books of the Union Bank of Georgetown, respecting David Peter's debt.

D. ENGLISH,
May 24, 1830. *Cashier.*

UNION BANK OF GEORGETOWN,
May 24, 1830.

S. H. SMITH, ESQ., PREST., &C.

Dear Sir: Annexed to this is a statement of what David Peter owed this bank at the time of his death, and the manner in which it was paid, and by whom, as far as stated on our books.

I am respect'y,
Your obt. servant,
D. ENGLISH, *Cashier.*

(Answers of the heirs of David Peter, deceased, to a bill of Complaint of the Bank of the U. States, and Bank of Columbia, filed in this court against them, 24 July, 1827, referred to in the complainant's bill of complaint, (page) prayed to be taken as a part of their said bill.)

Answer of J. B. Beverly and wife.

Answer of J. B. Beverly and wife, to a bill of complaint filed against them by the Bank U. States, and Bank of Columbia, referred to in complainants' bill.

The joint answer of James B. Beverly and Jane, his wife, two of the defendants to the bill of complaint of the President, Directors and Company of the Bank of Columbia, *and the President, Directors and Company of the Bank of Columbia*, for Washington County.

These defendants, saving and reserving to themselves, now and at all times hereafter, all manner of exception to the manifold errors, omissions, misstatements, and misrepresentations in the said bill of complaint contained, for answer to so much thereof as they are advised it is material they should answer; they say, that the said defendant Jane is one of the children of the said David Peter, and either as heir at law, or by force of the last will and testament of the said David, entitled to a distributive share in his real estate; that at the time of the death of her said father, which some time in the year 1812, she was a mere child, of years too young and unexperienced to know any thing of her father's estate; the defendant James says, that he married the said Jane many years after the death of her father, and that as he had no agency in the settlement of the estate of her father, and of his personal knowledge is unacquainted with the number and amount of debts due from the said David Peter at the time of his death, or to whom they were due; and these defendants say that they have never seen any evidence of debts due from the said David to the complainants; they do not admit that the said Peter was at the time of his death indebted to the complainants, or either of them, in the sum of money mentioned in the complainants' bill, or in any other sum of money; and they require that the complainants produce evidence, to prove their charge in that behalf.

These defendants admit that the said David Peter made such last will and testament as that, a copy of which the complainants file with their bill marked exhibit A.; and that he died without altering or revoking the same; that the executrix and executors therein named obtained letters testamentary on the said will, and possessed themselves of a very considerable personal estate, with a part of which they have charged themselves in their accounts in the Orphan's Court of Washington County, in the District of Columbia. And these defendants aver, and they are prepared to prove, that the said executrix and executors, or one of them, did collect and possess themselves of very large sums of money belonging to the estate of the said David Peter, arising from collections of outstanding debts and sales of property, real and personal, for which they have rendered no account whatever, nor in any manner charged themselves; and which, if properly applied, would have

been sufficient to pay the debt the complainants charged to have been due from the said David to the Bank of Columbia at the time of his death, if indeed any such debt were due, which these defendants in no sort admit. These defendants admit, that the said David Peter died seised of a considerable real estate, lying and being in the county and district aforesaid; but they do not admit the exhibits of the complainants marked B. and C., to be true lists of inventories of said real estate, or that those papers constitute any legal evidence of title in the said David at the time of his death, in and to the property therein mentioned; and these defendants, by protestation not admitting or acknowledging any debt whatever to be due from the said David Peter to the complainants, or either of them, at the time of his death, say that if any such pretended debt did exist at the time of the death of said David, as the complainants allege, the same has been fully paid and satisfied, and the promissory notes said to have been held by the said Bank of Columbia, as evidence of such debt, were given up to the said executrix and executors, and that in the settlement of their second account in the Orphan's Court aforesaid, they, the said executrix and executors, have claimed and obtained credit for the full amount thereof, as by them paid to the said Bank of Columbia, and have with the said account filed the said pretended notes of the said David, as vouchers to sustain the propriety and legality of such credit; and these defendants file herewith an authenticated copy of the said accounts and of the said notes, by which the truth of their averment in their behalf is fully proven, No. 1, 2, 3, 4, (copied in page .)

These defendants do not know the particulars of the settlement or mode of payment agreed upon, or adopted by the said Bank of Columbia, and the said executrix and executors, in respect to the said pretended debt; they do not admit it to have been such as alleged by the complainants in their bill; these defendants deny that the complainant, the Bank of Columbia, in any settlement of the said pretended debt made by the said executrix and executors, reserved any right or claim whatever against the estate of the said David Peter, or that there was any understanding or agreement whatever between the said parties, that the estate of the said David Peter should be in any event responsible for the payment of the notes of the said Sarah Peter, endorsed by the said Leonard H. Johns and George Peter, either in whole or part; these defendants believe that the assets of the estate of the said David, which came to the hands of the said executrix and executors, and for which they have omitted to account, was a full consideration for the assumption, (if indeed there was any such assumption, which they do not admit,) of any debt due from the said David to said complainant, the Bank of Columbia.

These defendants know nothing of the transactions and dealings between the said complainants; they know nothing of any judg-

ment obtained by the complainants or either of them, against the said Sarah Peter, Leonard H. Johns or George Peter; they deny all privity between the said Sarah Peter, Leonard H. Johns and George Peter, whether in their individual capacity, or as executirx and executors of the last will and testament of said David Peter; and these defendants as heirs at law of David Peter, or devisees under his last will and testament, or that any judgments rendered against them, or either of them, in either capacity aforesaid, can in judgment of law or equity effect these defendants, as heirs or devisees of said David, holding the real estate of which he died seised; they deny that the assets of the said estate which came to the hands of the executrix and executors were inadequate to pay the debts of the said David; they deny any debt to be due from the estate of the said David to the said complainants, or either of them; they admit that the said Sarah Peter and Leonard H. Johns are both dead. And these defendants, not admitting or acknowledging any of the matters and things in the said bill of complaint alleged to be true, further than is hereinbefore admitted and confessed, say that the three mentioned promissory notes of the said David Peter, alleged by complaint to have been held by the said Bank of Columbia as evidence of a debt due from said David, at the time of his death, fell due and became payable according to the tenor thereof; one on the 29th October, in the year 1812; one on the 12th day of November, in the year 1812, and the other on the 3d day of December, in the year 1812; and that the complainants' bill of complaint was not filed in this case until the 24th day of July, 1827, and these defendants therefore plead and insist on the length of time which has intervened between the time limited for the payment of the said notes, and the filing of the bill of complaint, as a complete bar against the claim set up in the complainants' bill of complaint, and rely and insist upon the act of limitations as a full and absolute defence against any liability for the present, or any other demand which may be made against them as holding any part of the real estate which belonged to the said David Peter in his life time; and pray hence to be dismissed with their reasonable costs in this behalf expended.

J. B. BEVERLY,
JANE BEVERLY.
JNO. MARBURY,
Solicitor for Defendants.

STATE OF VIRGINIA,
Fauquier County, to wit:

On this 7th day of March, in the year 1828, personally appears James B. Beverly and Jane, his wife, before the subscriber, a justice of the peace, in and for the State and County aforesaid, and severally made oath on the Holy Evangelists of Almighty God, that the matters and things set forth and contained in the aforegoing

answer are true, when stated as of their own knowledge, and when as of the knowledge of others, they believe them to be true.

EDW'D. SHACKLETT.

VIRGINIA, *Fauquier County, to wit:*

I, John A. W. Smith, Clerk of the County Court of the county aforesaid, hereby certify, that Edward Shacklett, whose name is subscribed to the foregoing certificate, was, at the time thereof, and still is, a justice of the peace in and for the county aforesaid, duly commissioned and qualified, to all whose official acts full faith and credit ought to be given, as well in courts of justice as thereout.

In testimony whereof, I hereunto subscribe my name and affix the seal of the said court, on this 24th day of March, [L. S.] 1828, and the 52nd year of the Commonwealth.

JOHN A. W. SMITH,
Clerk of Fauq'r County Court.

Exh. No. 1.

(Exhibit No. 1, referred to in the foregoing answer, not on file.)

J. B. Beverly and wife's exhibit No. 2.

Exh. No. 2.

Exhibit No. 2.

$1,010 67. *Geo'town, Oct. 1st,* 1812.

Sixty days after date, I promise to pay to Thomas Peter, or order, negotiable at the Bank of Columbia, one thousand and ten dollars and sixty-seven cents, for value received.

DAVID PETER.

Credit the drawer.
T. P.

On the back of which is endorsed, "Thomas Peter."

DISTRICT OF COLUMBIA:
Washington County, to wit:

I certify that the aforegoing is a true copy from the original on file in my office.

Witness my hand and seal of office, this 15th day of Feb- [L. S.] ruary, 1828.

HENRY C. NEALE, *Reg. Wills.*

Exhibit No. 3.

Exh. No. 3.

$12,416 34. *Georgetown, Sept.* 10, 1812.

Sixty days after date, I promise to pay to Thomas Peter, or order, negotiable at the Bank of Columbia, twelve thousand four hundred and sixteen dollars thirty-four cents, for value received.

DAVID PETER.

Credit the drawer.
T. P.

Pro. 1 70.—Nov. 13.

On the back of which is written, "Thomas Peter."

DISTRICT OF COLUMBIA,
Washington County, to wit:

I certify that the aforegoing is a true copy from the original file in my office.

[L. S.] Witness my hand and seal of office, this 15th February, in the year 1828.

HENRY C. NEALE, *Reg. Wills.*

Exhibit No. 4.

Exh. No. 4.

$700. *Georgetown, Aug. 27th,* 1812.

Sixty days after date, I promise to pay Thomas Peter, or order, negotiable at the Bank of Columbia, seven hundred dollars, for value received.

DAVID PETER.

Credit the drawer.
T. P.

On the back of which is written, "Thomas Peter."

DISTRICT OF COLUMBIA,
Washington County, to wit:

I certify that the aforegoing is a true copy from the original on file in my office.

[L. S.] Witness my hand and seal of office this 15th day of February, 1828.

HENRY C. NEALE, *Rg. Wills.*

Answer of W. Ramsay and wife, to the Bill of Compl't of the Bk. U. S. and Bk. Col'a.

(Answer of Wm. Ramsay and wife, referred to in Complainants' Bill, page 282.)

Ans. of W. Ramsay and wife.

The answer of William Ramsay and Elizabeth Ramsay, his wife, two of the defendants to the bill of complaint of the President, Directors and Company of the Bank of the United States, and the President, Directors and Company of the Bank of Columbia. These defendants, saving and reserving to themselves, now, and at all times hereafter, all manner of exception to the manifold errors, omissions, misstatements and misrepresentations, in the said bill of complaint contained, for answer to so much thereof as they are advised it is material for them to answer: they say, that the defendant Elizabeth is one of the children of the said David Peter, and either as heir at law or by force of the last will and testament of the said David Peter, is entitled to a distributive share of his real estate; that at the time of the death of her said father, which happened some time in the year 1812, she was a mere child, too young and inexperienced to know any thing of the concerns of her father's estate. The defendant William says, that he married the said Elizabeth many years after the death of her father, and that he has no agency in the settlement of the estate of the said David Peter, and of his personal knowledge, is unacquainted with the number and amount of the debts due from the said David at the time of his death, or to whom they were due; and these defendants say, they have never seen any evidence of debt due from the said David to the complainants, or either of them; they do not admit that the said David Peter was, at the time of his death, indebted to the complainants, or either of them, in the sum of money mentioned in the said bill of complaint, or in any other sum of money; and they require that the said complainants produce evidence to support their charge in that behalf. These defendants admit, that the said David Peter made such last will and testament as that, a copy of which the complainants file with their bill, bearing the mark exhibit A., and that he died without altering or revoking the same; that the executrix and executors therein named, obtained letters testamentary on the said will, and possessed themselves of a very considerable personal estate, with a part of which they have only charged themselves in their account in the Orphan's Court of Washington County, in the District of Columbia; and these defendants aver, and they are prepared to prove, that the said executors and executrix, or one of them, did collect and possess themselves of very large sums of money belonging to the estate of the said David Peter, arising from the collections of outstanding debts and sales of real and personal property, for which they have rendered no account whatever, nor in

any manner charged themselves, and which, if properly applied, would have been sufficient to pay the debt the complainants charge to have been due from the said David to the Bank of Columbia, at the time of his death, if, indeed, any such debt were due, which these defendants in no sort admit. These defendants admit, that the said David died seised of a considerable real estate, lying and being in the county and District aforesaid; but they do not admit the exhibits of the complainants, marked B. and C., to be true lists or inventories of said real estate, or that those papers constitute any legal evidence of the title in the said David at the time of his death, in and to the property therein mentioned. And these defendants, by protestation, not admitting or acknowledging any debt whatever to have been due from the said David Peter to the complainants, or either of them, at the time of his death, say that, if any such pretended debt did exist at the time of the death of the said David, as the complainants allege, the same has been fully paid and satisfied; and the promissory notes, said to have been held by the said Bank of Columbia as evidence of such debt, were given up to the executrix and executors; and that in the settlement of their second account with the Orphan's Court aforesaid, they, the said executrix and executors, have claimed and obtained credit for the full amount thereof, as by them paid to the said Bank of Columbia, and have, with the said account, filed the said promissory notes of the said David, as vouchers to sustain the propriety and legality of such credit; and these defendants refer to the defendants' exhibits, marked and numbered 1, 2, 3, 4, (copied in page 96,) as part of this their answer; these defendants do not know the particulars of the settlement, or mode of payment agreed upon, or adopted by the said Bank of Columbia and the said executrix and executors, in respect to the said pretended debt; they do not admit it to have been such as is alleged by the complainants in their bill; they deny that the complainant, the Bank of Columbia, in any settlement of the pretended debt, made by said executrix and executors, reserved any right or claim whatever against the estate of the said David Peter, or that there was any understanding or agreement whatever between the said parties, that the estate of the said David Peter should be, in any event, responsible for the notes of the said Sarah Peter, endorsed by the said Leonard H. Johns and George Peter, either in whole or in part; these defendants believe, that the assets of the estate of the said David, which came to the hands of the said executrix and executors, and for which they have omitted to account, was a full consideration for the assumption, (if indeed there was any such assumption, which they do not admit,) of any debt due from said David to the said complainant, the Bank of Columbia. These defendants know nothing of the transactions between the said complainants; they know nothing of any judgments obtained by the complainants, or either of them, against the said Sarah Peter, Leonard H. Johns, or

George Peter. They deny all privity between the said Sarah Peter, Leonard H. Johns and George Peter, whether as individuals or as executrix and executors of the last will and testament of the said David Peter, and these defendants, as heirs at law of said David, or devisees under his said last will and testament; or that any judgments rendered against them, or either of them, in either capacity aforesaid, can, in law or equity, effect these defendants as heirs or devisees of said David Peter, holding the real estate of which he died seised. They deny that the assets of the said estate which came to the hands of the said executrix and executors, were inadequate to pay the debts of the said David. They deny any debt to be due to the said complainants, or either of them, from the estate of the said David Peter. They admit, that the said Sarah Peter Leonard H. Johns are both dead. And these defendants, not admitting or acknowledging any of the matters and things in the said bill of complaint alleged to be true, further than is hereinbefore admitted and confessed, say, that the three mentioned promissory notes of the said David Peter, alleged by the complainants to have been held by the Bank of Columbia, as evidence of a debt due from the said David at the time of his death, fell due and became payable, according to the tenor thereof, one on the 29th day of October, in the year 1812; one on the 3rd day of December, in the year 1812; and that the complainants' bill of complaint was not filed in this case until the 24th day of July, in the year 1827. And these defendants, therefore, plead and insist on the length of time which has intervened between the time limited for the payment of the said notes and the filing of the said bill of complaint, as a complete bar against the claim set up in the said bill of complaint, and rely and insist on the act of limitations as a full and absolute defence against any liability for the present or any other demand which may be made against them, as holding any part of the real estate which belonged to the said David Peter in his lifetime; and they pray hence to be dismissed with their reasonable cost by them in this behalf expended.

W. W. RAMSAY,
ELIZABETH M. RAMSAY.

JOHN MARBURY, *for the Defendants.*

WASHINGTON COUNTY,
District of Columbia, to wit:

On this 3d day of May, in the year 1828, personally appears before the subscriber, a justice of the peace in and for the county and District aforesaid, William Ramsay and Elizabeth Ramsay, his wife, and severally made oath on the Holy Evangels. of Almighty God, that the several matters and things stated in the aforegoing answer, are true, when stated as of their own knowledge, and when of the knowledge of others, they believe them to be true.

3d May. Sworn before JOSEPH FORREST, *J. P.*

Answer of W. H. Peter and Hamilton Peter, to the Bill of Complaint of the Bank of Columbia and Bank of the United States.

The separate answer of William H. Peter and Hamilton Peter, two of the defendants to the bill of complaint of the President, Directors and Company of the Bank of Columbia, and the President, Directors and Company of the Bank of the United States.

The said defendants, saving and reserving to themselves, now and at all times hereafter, all manner of exception to the many errors, imperfections, misstatements and irregularities, in the said bill of complaint contained, for answer thereto, or so much thereof as they are advised it is necessary they should answer, they say, that they are children of David Peter, late of Georgetown, deceased, and devisees mentioned in his last will and testament. That at the time of their father's death, they were very young and unacquainted with his affairs; that they have now barely arrived at the age of twenty-one, and are very little acquainted with the situation of the estate of their deceased father, or with the doings of his executrix and executors in the settlement thereof. These defendants have been informed, and believes, that their father, at the time of his death, was indebted to the complainant, the Bank of Columbia, in the sum of fourteen thousand one hundred and twenty-seven dollars and one cent, which was secured to be paid by three several promissory notes, drawn by their father, and endorsed by Washington Bowie. They are also informed, and believes, that the said debt was settled between the executrix and executors of his father and the said Bank of Columbia, more especially since they are informed that the said executrix and executors, in the settlement of their accounts in the Orphan's Court of Washington County, in the District of Columbia, have obtained credit for the amount of said debt, and filed as vouchers, to justify said credit, the said notes which fell due after the decease of the defendants' father.

These defendants do not know the particulars of the settlement made as aforesaid, with said Bank of Columbia; they do not believe they were such as are mentioned in the bill of complaint, and call on the complainants to prove the same; if the substitution of the notes of the executors and executrix in the place of those of the deceased, David Peter, as alleged in the said bill, was the mode of settlement, which these defendants do not admit to be true. These defendants deny that any claim against the estate of the deceased testator was reserved by the complainants, or either of them, and demand that the same be proved.

These defendants know nothing of the discount, renewals, and transfers of notes of Sarah Peter, endorsed by Leonard H. Johns and George Peter; and if the facts in relation to said notes stated in the bill are considered material to the complainants, these de-

fendants require they may be proved. These defendants admit that Sarah Peter and Leonard H. Johns are dead. These defendants deny that the personal estate of David Peter has been exhausted in the payment of debts; and charge that a large amount of money belonging to the estate of said David came to the hands of his executors, and that they have not charged themselves with the same; and they verily believe, that if all the funds within the control of the said executors had been properly, and in due time, applied to the payment of the debts of the said David, no part of his said debts would have remained unsatisfied.

These defendants, insisting that the debt due from their father to the complainant, the Bank of Columbia, at the time of his death, has been satisfied, pray that the complainants' bill may be dismissed with reasonable costs, &c.

WILLIAM H. PETER,
GEORGE H. PETER.
JOHN MARBURY,
Sol'r for Defendants.

DISTRICT OF COLUMBIA, WASHINGTON COUNTY, *to wit:*

On this second day of January, in the year 1828, personally appears William H. Peter before the subscriber, a Justice of the Peace in and for the district and county aforesaid, and made oath on the Holy Evangely of Almighty God, that the matters and things mentioned and stated in the aforegoing answer, when stated as of his own knowledge, are true, and when as the information of others, he believes them to be true.

THOS. CORCORAN.

Amended Ans. of Beverly & Ramsay to said Bill.

Amended answer of Beverly & Ramsay.

Amended answer of James B. Beverly, and Jane, his wife, and William Ramsay, and Elizabeth, his wife, filed in consequence of the amendments made by leave of court to the complainants' bill.

These defendants, further answering, say, that under and by virtue of the trust created in and by the last will and testament of David Peter, filed with said bill, the executors therein named did sell all the land therein, called "the land on which Doulin lives, and the personal estate thereon," for a large sum of money, to wit, the sum of twenty thousand dollars, a great part of which said sum of money the said trustees have received of the purchaser, and have neglected and abused the trust committed to them, if they have not received the whole purchase money.

These defendants have never seen or heard of any account of

the trustees, showing in what manner they have disposed of funds thus committed to their charge; but are well satisfied, if the same had been duly attended to and applied, that the debt pretended to be due to the complainants might have been satisfied; and they are advised, that when the real estate under a trust has once been subjected to sale for payment of debts, and a sufficient sum raised thereout to pay the same, if the money be lost by neglect of the trustees, the land shall not be again charged.

JOHN MARBURY,
for Defendants.

Thereupon, the defendants, by their solicitor, filed in court here the following notice, to wit:

Notice to dissolve Injunction.

Notice of motion to dissolve Injunction.

Washington, 15 *November*, 1830.

Sir:—Please take notice that a motion will be made at the next term of the Circuit Court of the District of Columbia, for the County of Washington, to dissolve the injunction in the case of James B. Beverly and others, against George Peter, surviving executor of David Peter and others, on the chancery side—the answers of all the defendants having been filed.

Respectfully,

B. S. LEAR,
Sol. for the Def'ts.

To JOHN MARBURY, Esquire,
Solicitor for the complainants in the above cause.

Service acknowledged.

MARBURY.

November 17th, 1830.

Cause continued until the 1st Monday of June, 1831.

Thereupon, further process being had of and upon the premises aforesaid, between the parties aforesaid, and by order of the court here thereon, the said cause was regularly continued at rules until the first Monday of June, in the year of our Lord one thousand eight hundred and thirty-one.

Injunction continued, and leave to amend Bill.

At which mentioned first Monday of June, in the year of our Lord eighteen hundred and thirty-one, to which said day the cause was continued, come again into the Circuit Court here, as well the said complainants, by their solicitor aforesaid, as the said defend-

ants, by their said solicitor; and the said cause being set for hearing, on the motion to dissolve the said injunction, the said complainants, by their solicitor aforesaid, prayed the court to continue the injunction until final hearing, and begged leave of the court to amend their said bill. Thereupon, all and singular the premises being by the court here seen, heard and fully understood, is granted them as prayed; thereupon, the complainants, by their solicitor, filed in court here the following amended bill, to wit:

Amended Bill.

Amended Bill.

The amended bill of complaint of James B. Beverly, and Jane, his wife, William Ramsay, and Elizabeth, his wife, William H. Peter and James Peter, by William Ramsay, his next friend, complainants, against George Peter, surviving executor of D. Peter, dec'd., the President, Directors and Company of the Bank of U. States, and the President, Directors and Company of the Bank of Columbia.

The said complainants, by leave of the court, in addition to the several matters and things set forth and stated in the said original bill of complaint, aver and say, that the tract or parcel of land called Doulin's farm, and charged by your orators in their original bill of complaint, to have been sold by the executors of David Peter to George Magruder, for the sum of twenty thousand six hundred eighty-seven dollars 90-100, was sold on the terms following, to wit: one third of the purchase money to be paid in cash, and the balance in two equal instalments, payable with interest, on the first day of January, in the years 1815 and 1816.

That the said Magruder paid to the said executors, at the time of sale, one third of the purchase money then required to be paid, to wit, the sum of $6,895 96, and gave him two promissory notes, each bearing date 10th day of June, 1813, and for the sum of $6,895 96⅔, one payable to and endorsed by Patrick Magruder, as surety for the amount thereof to the said executors; and the other payable to and endorsed by Lloyd Magruder as surety for the amount thereof to the said executors—the first payable on the first day of January, in the year 1815, and the other on the first day of January, in the year 1816.

And your orators are informed and believe that the said George Magruder made other payments on account of the said land to the said executors; but when, or to what amount, they have no knowledge, though they have heard and believe that the cash paid by said George Magruder to the said executors on account of the said land, exceeded the sum of $8000 00; and your orators believe and charge the whole amount of the said purchase money ought and might have been collected by the said executors if they had

used reasonable and ordinary diligence so to do; but your orators show and charge that the said executors were grossly negligent in the performance of their duty in that behalf, and granted unreasonable and ruinious indulgence to the said George Magruder in the payment of the said purchase money, and neglected to institute suits against the said George Magruder on the promissory notes aforesaid given for the said purchase money for the recovery thereof after the same had fallen due, until the 25th day of October, in the year 1819, viz: four years and ten months after the first, and three years and ten months after the second of said notes had become payable; and altogether failed to sue the said Patrick and Lloyd Magruder, the endorsers and sureties on said promissory notes, whereby they were and are discharged from liability on the said notes; and your orators charge that by such negligence, the balance due on the said purchase money has been lost to your orators.

And your orators show that immediately after the sale of the said land, the said executors delivered the possession thereof to the said George Magruder, who, together with those claiming under him, have ever since been, and now are, in the possession of the same, and hold the same adversely to your orators under the purchase and sale aforesaid.

And your orators further show and charge, that their father, the said David Peter, was, in his life time, owner of an interest in the ship Allegany, or Atalanta, which said vessel was chartered by the government of the U. States, and captured during the late war with England; that the government of the United States paid to the owners of the said ship several sums of money to indemnify them for their loss; that the share of the said David Peter was received by the said executors, and never accounted for. Your orators do not know what amount was received, but they hope to be able at a proper time to prove the same; and your orators pray that the said defendants may, on their corporal oath, answer the several matters herein set forth as fully as if the same were again interrogated, and your honors would grant your orators relief in the premises, and they will pray.

JOHN MARBURY,
for Complainants.

Thereupon, the court made the following order of reference.

DAVID PETER'S Heirs, }
vs. }
BANK U. STATES, et al. }

Amendment filed to the bill on costs of the amended bill, and costs of the amended answers, if any should be filed.

Cause referred to Auditor.

Cause referred to Auditor.

And this cause is referred to the auditor to take and report an account of all the sums received by the executors from the real or personal estate respectively, and of the sums paid by them in due course of administration, and of any other sums paid by them for the maintenance of the family and the education of the children, stating them separately. The auditor also to state any special matter that may be required by either of the parties; and that the auditor be authorised to take depositions for either party on giving ten days' notice to the other, and to report all evidence and testimony by him taken.

The said depositions to be used on the final hearing of the cause, unless liable to legal exceptions.

By order of the court.

22d June, 1831.

Cause continued until the first Monday of Nov., 1822.

Thereupon, further process being had of and upon the premises aforesaid, between the parties aforesaid, on motion of the said parties, by their solicitors aforesaid, and by order of the court here thereon, the cause was regularly continued at rules, until the first Monday of November, in the year eighteen hundred and thirty-two.

November, 1832.

At which said first Monday of November, in the year eighteen hundred and thirty-two, to which said day the cause was continued, come again into the Circuit Court here, as well the said complainants, by their solicitor aforesaid, as the said defendants, by their solicitor, and thereupon the said defendant, George Peter, by his said solicitor, filed in court here his answer to the complainants' amended bill, in the words and of the tenure following, to wit:

Answer of Geo. Peter to Amended Bill.

To the honorable the Judges of the Circuit Court of the District of Columbia, for Washington County, as a Court of Equity, now sitting:

The defendant, George Peter, to the bill of complaint of James B. Beverly and others, complainants, filed against him in this court, by way of further answer thereto, and to the amended bill of said complainants, answers and says: that he knows nothing more of the monies alleged to have been received by the executors or some

458.

of them in the complainants' original bill, than he has already stated; that he knows he received no part of such monies, and only received the sums he has stated in his former answer, from the farms, and applied them as he has stated; nor does he admit that either of the other executors received such monies, but leaves it to the complainants to prove the same; that he has understood that about eight thousand dollars was paid by George Magruder, on the purchase of the lands, to Leonard H. Johns. But not knowing the amount, and presuming it may easily be proved, he leaves it to the complainants to prove the same. He denies that he received any part of it, or of the money said to be received from Murdock, or for tobacco sold, or on account of the debts collected and credited in the account in the Orphans' court. As to the sums alleged in the amended answer to have been received on account of the testator's interest in the ship Allegany, or Atalanta, he answers and says, that he has understood that the testator had some interest (he does not remember to have understood what) in the ship Allegany; that he has no knowledge of any monies received on account of that interest, except the sum of $912 48, which, as he believes, was immediately paid into the banks, or into one of them, on account of the estate; that he has understood that some further payments were afterwards made on account of the interest of the testator in that ship, not to the executors, or any of them, but to the Bank of the U. States, which was entitled to receive the same on account of a transfer made thereof to the bank by William O'Neale or Thomas P. Wilson, to whom the same had been assigned in payment of a debt due from the testator for tobacco purchased of said O'Neale; he understood the amount thus received by the bank was about $1800 or $1900, but he has no certain knowledge, and no paper to refer to, and did not himself receive the money, therefore leaves it to the complainants to prove said payments and amounts.

In further answer to said bill, he saith, that he always understood and believes, that whatever money was paid by George Magruder to said Johns, was applied to the payment of testator's debts; and he believes, as he hath before stated, that all the monies received by said Johns and Mrs. Peter were properly applied; but he contends, that whether so applied or not, this defendant cannot be held responsible beyond his own receipts, and that he is not accountable for monies that may have been received, if misapplied, by the other executors; and that he hath a perfect right to go on and sell the estate of testator on his own account, and for his own reimbursement and security, or on account of the bank, he holding the estate, and the right to sell the same in trust for the bank; so that the estate should, notwithstanding such receipt and misapplication by the other executors, (if any such should be proved,) be nevertheless liable, either to the bank for the discharge of the debt, or to this defendant for his reimbursement and security, in case it should be considered that he hath paid the same, (and for

a considerable proportion of testator's bank debt, this defendant's property hath been taken and sold at a sacrifice,) or made himself liable therefor. He further answers, that he believes it can be shown that large debts were paid by the other two executors, not stated in the accounts in the Orphan's Court, but well known to the complainants to have been so paid; that he knows of one paid to Mr. James Dunlop, amounting to about $1,730, paid on account of the legacy left to Mrs. Dunlop by the late Robert Peter, the father of this defendant, one-third of which was chargeable to the estate of testator, and paid by the executors out of his estate. He further answers, that as to the sale of Doulin's land to Magruder, and the neglect of the executors to collect and sue for the purchase money, that if there was any such neglect, the complainant, Beverly, was more answerable for it than any other person. That after the payments had been made by Magruder, the land itself was considered by every body to be, and certainly was, the most ample security for the payment of the balance of the purchase money; and this, he presumes, was the reason, together with the very doubtful responsibility of the securities to the notes, (which he alleges was their situation about the time of the falling due of the unpaid notes,) why the land was *restored* to, and an ejectment brought to recover its possession, instead of more dilatory and doubtful proceedings against George Magruder and his said sureties; that that course was advised by the counsel to whom they applied to recover the said balance of the purchase money; and that ejectment, suit, and all other proceedings, was after the intermarriage of said complainant, Beverly, into the family, (as he hath stated,) soon put into his care and management, he being then a lawyer, and more competent to confer with and direct the counsel engaged by the executors than they were themselves; and that said Beverly, accordingly, did superintend and direct as to the prosecution and trial of said ejectment, both in Montgomery County and in the Court of Appeals; and this defendant is informed, and believes, that the delay that occurred in the Court of Appeals was occasioned by said Beverly, and that he instructed the counsel that they need not urge the trial of the same, as he expected the business to be settled otherwise. He further states, that said Beverly, so acting, and with the leave and knowledge of the executors superintending the proceedings taken for the collection of the balance of said purchase money, employed the honorable Thomas B. Dorsey, then a solicitor in the High Court of Chancery, to file a bill, in the name of the executors, against said Magruder and the heirs, for the re-sale of said lands, which bill was afterwards, to wit, in April, 1822, filed in said court, and the said Beverly undertook to attend to the said case, and had the orders of publication made out, and procured their publication, and sent the certificate thereof to the register of the court, in a letter in his own hand-writing, dated 15th August, '22; a copy of which bill

and which letter are herewith exhibited, (to be filed and marked Y and X,) and prayed to be taken as parts of this answer, (copied in page 118.) And this defendant fully believes that if said land could have re-sold in a reasonable time, it would have produced sufficient to pay the balance of said purchase money; nor does he know that if sold now it would not produce such balance, though from the accumulation of interest, he believes there would be some deficiency. But whether so or not, he contends that he is not answerable for any such deficiency, should there be any such; and that the neglect, if there be any, which has so delayed the re-sale and recovery of the balance, is attributable neither to him nor the other executors, but solely to the said Beverly. Why the said proceedings in the High Court of Chancery have not been properly carried on and brought to a close, this defendant does not know; but he avers he never was required to superintend said suit; that said Beverly undertook to do so, and this defendant always presumed he would attend to it. And this defendant, denying as before, &c., without this, that, &c., prays to be hence dismissed with his costs, and that the injunction may be dissolved.

F. S. KEY, *for Defendant.*

(Defendant's exhibit Y and X, referred to in the aforegoing answer, page , not on file.)

G. P. George Peter's Advertisement.

Public sale of valuable Lots in the City of Washington, the property of David Peter, deceased.

George Peter's Advertisement.

On Monday, the 17th of August next, at Williamson's hotel, at 10 o'clock, A. M., will be offered at public sale, to the highest bidder, the following lots. The terms of sale will be made known on the morning of the sale.

GEORGE PETER,
Executor of David Peter.

Lots No. 1, 4, 17, 18, in square No. 1.
Part of lot No. 1, in square No. 2.
The whole of square south of square No. 17.
Lot No. 6, in square No. 6.
Part of lot No. 2, in square No. 9.
Lot No. 10, in square No. 12.
No. 3, in square south of lot No. 12.
No. 1, 14, in square No. 13.
No. 1, in square west of square No. 23.
No. 1, 2, 3, 4, 8, 17, 18, in square No. 14.

Lots No. 4, 7, 9, 10, in square No. 15.
No. 1, 24, 25, 28, in square No. 16.
No. 4, 10, 11, in square No. 17.
No. 1, in square No. 18.
No. 4, in square No. 19.
No. 9, 10, 16, in square No. 20.
No. 16, 19, 21, in square No. 24.
No. 4, 12, 13, 18, in square No. 25.
No. 4, in square No. 29.
No. 4, 5, in square No. 31.
No. 3, 14, in square No. 32.
No. 12, 13, 15, in square No. 33.
No. 1, 2, 13, 21, in square No. 37.
No. 3, in square No. 39.
No. 3, 7, in square No. 40.
No. 6, 11, 13, in square No. 41.
No. 4, 5, in square No. 42.
No. 6, 10, 12, 15, in square No. 51.
No. 1, 6, in square 72.
No. 10, 15, 16, 19, in square 73.
No. 5, 8, 19, 30, in square No. 100.
square 149.
Lot 1, 2, 3, 4, 5, 6, in square 174.
The whole of square 188.
Do. square 202.
Lots No. 1, 2, 3, 4, 17, 18, 19, 20, 21, 22, 23, 24, in square 205.

No. 1.

No. 1.—Inventory.

An inventory of the goods and chattels of David Peter, late of the County of Washington, deceased, appraised in current money of the United States, by us, the subscribers, (being thereto lawfully authorised and sworn,) this 23d day of December, 1812.

And its essential property are as follows, viz:

In Room No. 1.

Wearing apparel of the deceased, including watch	$250 00
Money	
Two beds, bedsteads and furniture	150 00
Children's bed	15 00
Child's crib and bed	15 00
Two bureaus	15 00
Eight chairs	4 00
Carpet	10 00

Stand	$2 50
Fender, tongs and table	3 50
Writing desk	2 00
Looking-glass	1 50
Window curtains	15 00

Room No. 2.

Sofa	12 00
Sideboard	10 00
Fourteen chairs	42 00
Carpet	15 00
Glass pitcher, &c.	4 00
Card tables	8 00
Water and spitting-box	25
Chimney ornaments	1 00
Window curtains	10 00
Fender, shovel and tongs	10 00
Two Pitchers	50

Room No. 3.

Carpet and two fire rugs	80 00
Twenty-one chairs and three foot-stools	89 25
Andirons, shovel, tongs, bellows and broom	22 50
Card tables	25 00
Window curtains	100 00
Two cut-glass candlesticks	5 00
Loo box	50
In the passage, 3 Windsor sofas and 4 chairs	20 00
Two glass lamps	30 00
Two tables	5 00
Carpeting	5 00

Room No. 4.

Small mahogany sideboard	7 50
Two old tables	5 00
Seven Windsor chairs	3 50
Small mahogany stand	1 00
Two pine tables and crockery ware	5 00
Carpeting	4 00
One old fender	50
Four old waiters	1 50
Kitchen furniture	25 00
Spinning wheel	2 50
300 lbs. of bacon, at 8 cents per lb.,	24 00
Three barrels of fish	12 00

Closet containing China.

Two set of dining china	$130 00
Cut-glass, including decanters, &c.	150 00
Knives and forks	50 00
Staves, lumber, &c.	40 00
Table linen	80 00
Stores in the adjoining closet	15 00

Room No. 5.

Bed, bedstead and cradle	40 00
Press, table, chairs, &c.	5 00

Room No. 6.

Bed, bedstead, 4 chairs, carpet and table	$40 00
Mahogany clothes press	15 00
Window curtains	3 00
Two pair of old andirons	1 00

Room No. 7.

One Windsor sofa and 12 chairs	30 00
Carpet and curtains	15 00

Room No. 8.

One bureau and two tables	12 00
One tray waiter and 2 benches	4 00

Room No. 9.

One bed, bedstead and curtains	120 00
Four counterpanes	20 00
One carpet	12 00
Five pair of sheets	30 00
Looking glass and washstand	25 00
Andirons and fender	6 00
Close stool and easy chair	10 50
One double barrel gun	40 00
Passage carpet	5 00
Lumber in the garret	40 00
One pipe of Ma. wine	350 00
Quarter cask of wine	56 00
Whiskey	5 00
Vinegar	8 00
31 pounds spermaceti candles	15 50

Lumber	$5 00
Bill, a negro man	300 00
Abraham, do.	350 00
Walter, do.	300 00
Jeremiah do.	200 00
Peg, a negro woman and her 2 children	250 00
Hannah, do.	100 00
Eliza, do.	100 00
Harriett, do.	150 00
Nance, a cripple	25 00
Harrison, a boy	100 00
Gusta, do.	75 00
Sarah	10 00
Mary	225 00
Horses.	
Carriage horses	200 00
Riding horse	100 00
Cart horse	75 00
Carriage	125 00
Coach	400 00
Gray riding horse	40 00
One old cow	5 00
One wagon	25 00
One cart	35 00
Wheelbarrow, plough, spade and axe	5 00
Plated French ware, including candlesticks	50 00
53 volumes of old books	3 50
62 do. with the rack	31 00
Silver plate 153 ounc. 13 dwts. at $1 10	169 00
One gold watch	40 00
	$5,937 00

Given under our hands and seals,

JOHN THRELKELD, [L. S.]
WM GRAYSON. [L. S.]

DISTRICT OF COLUMBIA, *Washington County.*

The United States of America to John Threlkeld and Doctor Wm. Grayson, greeting:

This is to authorize you jointly to appraise the goods, chattels and personal estate of David Peter, late of Washington County, deceased, each of you having first taken the oath hereto annexed; and in so doing you are to set down the value of each article in dollars and cents.

Witness Robert Brent, Esq., Judge of the Orphan's Court of Washington County, this 14th day of December, in the year 1812.

Test: JNO. HEWITT, *Reg. of Wills.*

Appraisers' oath.

We do swear, that we will well and truly value and appraise the goods, chattels and personal estate of David Peter, deceased, without favour, affection, or partiality, to the best of our skill and knowledge, so help *is* God.

JNO. THRELKELD, [L. S.]
WM. GRAYSON. [L. S.]

DISTRICT OF COLUMBIA, *Washington County.*

Sworn to before the subscriber, justice of the peace for the county, this 22nd day of December, 1812.

JNO. OTT.

DISTRICT OF COLUMBIA, *Washington County, ss.*

On the 19th February, 1813, appears George Peter and Leonard H. Johns, two of the executors of David Peter, deceased, and severally made oath on the Holy Evangelists, that the foregoing is a true and full inventory of all the goods and chattels of the deceased in the District of Columbia, which have come to their possession or knowledge, except bank stock and a negro woman.

Sworn before me,

JNO. HEWITT, *Reg. of Wills.*

I certify, that the aforegoing is a true copy from the original, filed and registered in my office.

[L. S.] Witness my hand and seal of office, this 10th day of April, in the year of our Lord 1824.

HENRY C. NEALE, *Reg. Wills.*

No. 2.

Inventory of the goods and chattels of David Peter.

Inventory of the goods and chattels of David Peter, late of Washington County in the District of Columbia, in Montgomery County, State of Maryland, appraised in current money of the United States, by us, the subscribers, being thereto lawfully authorized and sworn, the 12th day of January, eighteen hundred and thirteen. And its essential properties are as follows, viz:

Negro man,	Benjamin, aged 28 years - -	$450 00
	Sandy, aged 24 years - -	450 00
	Murphey, aged 29 years - -	400 00
	Barton, aged 45 years - -	300 00
	Harry, aged 24 years - -	375 00

Negro man,	Singleton, aged 18 years	$300 00
Negro woman,	Bett, aged 60 years	25 00
	Sybel and child, aged 40 years	250 00
	Rebecca, aged	175 00
	Charles	100 00
	Charity, aged 30 years	250 00
	James, aged 7 years	200 00
	Milley, aged 5 years	120 00
	Eliza, aged 3 years	75 00
	Matilda, aged 20 years	250 00
Negro,	Maria, aged 18 years	275 00
	Denniss, aged 11 years	275 00
	Nancy, aged 30 years	250 00
	Bill, aged 5 years	150 00
	Old and blind	
	Do.	150 00
	Hilleary and Peggy	150 00
Stilyards		2 00
24 yards of linen, at 40 cts.		9 60
Two harrows		6 00
Three old tongs		15 00
One towler		3 00
Seven old hoes		1 75
Two mattocks		2 00
One little wheel		3 00
One small gun		13 50
Two chains		2 00
One wagon and gear		40 00
One old blind horse		20 00
One black horse		45 00
One brown mare		60 00
One old black do.		30 00
One bay do.		35 00
One do. do.		55 00
One brown do.		50 00
One iron gray do.		50 00
One old white do.		25 00
Six sows and 18 pigs		40 00
Twenty shoats		30 00
Six small hogs		27 00
One stear		22 50
One stear		8 00
One grind stone		10 00
Thirty-seven geese, a 40 cts.		14 80
Seventy barrels corn, at $3		210 00
Five sets of gears		20 00
Two small broken wheels		3 00
One large do.		2 00

One pair wool cards	$ 50
Five axes, a 75 cts.	3 75
8000 pounds tobacco, $2 per 100 cwt.	160 00
4 old shovel *polons*	4 00
Five stears and 2 bulls	80 00
Nine cows	81 00
Seven 2 year olds	35 00
Four calves	10 00
Thirty bushels of rye, a 67 cts.	20 00
One wheat fan	15 00
665 bushels of wheat, a $1 75	1163 75
Flax	10 00
Twenty-four bushels of corn, a $3	72 00
Nine turkeys, a 67 cts.	6 00
Ten ducks, a 20 cts.	2 00
Three dunghill fowls	4 00
One cow	16 00
Sixty sheep, a $2 50	150 00
Three merino sheep	60 00
One gun	16 00
One bed and furniture	12 00
111 bushels wheat sown in fallow ground	435 00
20 do. rye in common do.	40 00
	$8,221 38

BENJAMIN HERSEY, [L. S.]
WILLIAM VINSON. [L. S.]

THE STATE OF MARYLAND, *sct.*

To Benjamin Hersey and William Vinson, greeting:

This is to authorize you jointly to appraise the goods, chattels and personal estate of David Peter, late of Washington County and District of Columbia, deceased, so far as they shall come to your sight and knowledge, each of you having first taken the oath hereunto annexed, a certificate of which you are to return annexed to an inventory of the goods, chattels and personal estate by you appraised, in dollars and cents, and in the said inventory you are to set down in a column or columns opposite to each article the value thereof.

Witness Thomas Davis, Esquire, Justice of the Orphan's Court in Montgomery County, this eleventh day of January, 1823.

Test: SOLOMON HOLLAND, *Reg.*

You, Benjamin and William Vinson, do swear, that you will well and truly, without partiality or prejudice, value and appraise the goods, chattels and personal estate of David Peter, late of Wash-

ington County and District of Columbia, deceased, so far forth as they shall come to your sight and knowledge, and will in all respects perform your duty as appraisers, to the best of your skill and judgments, so help you God.

To any one of the justices of the peace for Montgomery County.

MONTGOMERY COUNTY, *to wit:*

12*th of January*, 1813.

Appeared Benjamin Hersey and William Vinson before me, one of the justices of the peace for said county, and qualified as appraisers of the goods, chattels and personal estate of David Peter, late of Washington County and District of Columbia, deceased, by taking the above described oath.

WM. DARNOP.

DISTRICT OF COLUMBIA, *Washington County, viz:*

On the 19th February, 1813, appeared George Peter and Leonard H. John, two of the executors of David Peter, deceased, and made oath on the Holy Evangelists, that the aforegoing is a full and true inventory of all the goods and chattels of the deceased, which have come to their knowledge.

Sworn before me,

JNO. HEWITT, *Reg. of Wills.*

I certify that the aforegoing is truly copied from the original, filed and registered in my office.

[L. S.] Witness my hand and seal of office, this 10th day of April, in the year of our Lord 1824.

HENRY C. NEALE, *Reg. Wills.*

No. 3 & 4.

Executors account.

Executors' account, referred to, page

DISTRICT OF COLUMBIA, *Washington County.*

Orphan's Court, April Term, 1814.

The first account of the executors of David Peter, deceased, made and stated by Leonard H. Johns, one of the executors.

The accountants charge themselves with the amount of the inventory, in Washington County, District of Columbia, per return - - - - - - $5,937 00

Also with the inventory returned from Montgomery County in Maryland - - - - 8,221 28

Brought forward - -	$14,158 28
Also with cash received for debts of the following persons:	
Of Thomas Massi - - - -	$1000 00
Martha Barnes - - - -	200 00
M. Daschoff - - r -	247 25
Ignatius Dyall - - - -	26 00
Benedict Green - - - -	95 00
James Selly - - - -	34 00
Thomas Mullikin - - - -	40 00
Thomas Massi - - - -	798 50
Mrs. Fevrier - - - -	1 66
Geo. Peter - - - -	12 12½
John Gettings - - - -	5 00
Ninian Beall - - - -	14 00
John Gettyngs - - - -	15 00
Henry Davis - - - -	4 00
Botton & Gillingham - - -	31 25
James Selly - - - -	42 50
Barton Duley - - - -	6 29
Robert Peter's estate - - - -	228 00
Robert Peter's estate - - - -	47 69
Do. - - - -	88 89½
	$2,937 16½
With difference between appraisement and sale of carriage - - - - -	74 00
Also with other debts received of divers persons	947 69
	$18,119 13

And these accountants claim an allowance and credit for the following payments and disbursements, viz:

For cash paid funeral expenses per bills and receipts	
do. paid Henry Foxall, on account per do. do.	$40 28
For cash paid George Whaley, on account per bills and receipts - - - - -	23 73
Do. paid Richard Jones, on account per do. do.	56 03
Do. paid Clagett & Riggs, on account per do. do.	40 92
Do. paid Geo. Craig's account per receipt -	115 02
Do. paid Wherely balance due him, per account	899 93
Do. paid Isaac Wilson, on ac't. per do. and receipt	37 38
Do. paid Andrew Ross, on account per do. do.	39 61
Do. paid Dr. Thos. Sim, his account per do. do.	26 00
Do. paid William Morrison, account per do. do.	33 21
Do. paid Thos. Fletchall, on account per do. do.	7 20
Do. paid taxes in Montgomery County, per collector's receipt - - - -	82 78

Cash	paid Jeremiah Beall, per account and receipt	$6 00
Do.	paid Henry Magee, per do. do. - -	11 52
Do.	paid John Yearly, on account per do. do.	7 00
Do.	paid Geo. Killinberger's account per do. do.	3 92
Do.	paid Isaac Redman, taxes Corp. Geo. Town	106 50
Do.	paid Geo. C. Washington, on ac't. per do. do.	63 22
Do.	paid Gales & Seaton, for advertising per do. do.	15 00
Do.	paid Thos. Adam's account per do. do. -	64 24
Do.	paid W. A. Rind, for printing, advertising for sale of property, per account - -	3 00
Do.	paid Minian Magruder's account per do. do.	88 59
Do.	paid do. assignee of Jos. Robertson, per do. do.	105 31½
Do.	paid King & Gossler, per do. do. - -	44 83
Do.	paid Thos. Corcoran, per account and receipt	139 89½
Do.	paid John Patterson, account per do. do. -	33 50
Do.	paid John Lutz, account per do. do. -	20 54
Do.	paid James Melun & Son, per do. do. -	80 06
Do.	paid Shaw & Birth, per do. do. - -	37 37½
Do.	paid Chas. A. Burnet, account per receipt	27 87½
Do.	paid Thos. Hydes, account per do. do. -	18 22
Do.	paid Richard Elliott, account per receipt -	3 20
Do.	paid Gerard & Greenes, on acc't. per do. do.	13 87
Do.	paid Thos. Peter, per account and receipt	10 04
Do.	paid Wm. Parsons, account per receipt -	7 50
Do.	paid James Dunlop, on note per receipt -	1760 09
Do.	paid Abraham Wingard, account per do. do.	22 50
Do.	paid Jacob Russell, account per receipt -	32 57
Do.	paid Wm. Crandler, account per do. -	6 02
Do.	paid funeral expenses per bills and receipts	119 62
Do.	paid administrator's fees, due by David Peter, as administrator of James Peter - -	4 24
Do.	paid Ann Walter on account - -	2 50
For personal property delivered Sarah Peter, the widow, as 'queathed her by the deceased's will, per receipt - - - -		4,552 00
		$8,930 73
	Balance yet to account for - -	$9,188 40

The said Leonard H. Johns made oath, in due form of law, that the above account is just and true, as stated, and that the said executors have bona fide paid or secured to be paid *to* several sums for which they therein claim an allowance and credit; whereupon it is ordered by the court, after due examinations, that the said account be allowed, and do pass.

Test: JNO. HEWITT, *Rg. O. C.*

I certify, that the aforegoing is truly copied from the original, filed and recorded in my office.

[L. S.] Witness my hand and seal of office, this 10th day of April, in the year 1824.

HENRY C. NEALE, *Reg. Wills.*

No. 4.

Ex'ors. 2nd Acc't.

The second account of the executors of David Peter, deceased.

These accountants charge themselves with the balance due on their last account, to wit: - - $9188 40½

And they pray an allowance for the following payment and disbursements, to wit:

Paid	Benj. O. Jones, per bill and receipt, - -	$166 00
Do.	E. Greentree, per do. do. - -	16 87
Do.	Reg. wills' fees to 22 December, 1812, do. do.	12 52
Do.	Phineas Stallings, per do. do.	30 00
Do.	Joel Brown, per do. do.	8 75
Do.	Shaw and Birth, for tombstone, per do. do.	226 90
Do.	Reg. wills' fees for appointing guardian per do. do.	17 78
Do.	John Adams, per do. do.	10 31
Do.	Dr. Wm. Grayson, per do. do.	9 50
Do.	Thos. Robertson, per do. do.	5 23½
Do.	Christiana Shock, costs of suit and damages, recovered of him for lands sold by the deceased, per do. do.	499 86
Do.	Elisha Lauham, per do. do.	14 08
Do.	James Meloin, per do. do.	52 88
Do.	Late office of discount and deposite, Washington, on note per cashier's receipt, -	3735 71
Do.	Thomas Plater, per do. do. - -	73 22
Do.	Baruck Offutt, per do. do. - -	5 00
Do.	Henry Wood, per bill and receipt, - -	3 11
Do.	Bal. due on county taxes, Montgomery County, do. & do.	7 25
Do.	George Johnson, do. do. do. & do.	5 30
Do.	James Kennedy, do. do. do. & do.	104 94
Do.	Lewis Chisholum, do. do. do. & do.	9 14
Do.	Daniel Cabot, do. do. do. & do.	4 25
Do.	Reg. wills' fees on passing first account, do. & do.	15 88
Do.	James S. Morsell's fees, do. do. & do.	10 00
Do.	Charles King, do. do. & do.	344 59½
Do.	Union Bank, on note of dec'd, for cash'r. certificate,	9625 00
Do.	Discount to same, to 25 Sept., 1815, do. do. & do.	1623 04
Do.	Note to Bank of Columbia, do. do. & do.	12416 34

Paid note to Bank of Columbia, for cash'r. certificate,		$1010 67
Paid same to same,	do. do. & do.	700 00
Do. Protest on same,	do. do. & do.	1 70
Do. The deceased's proportion of a judgment of James Dunlop and wife and children,	do. & receipt,	1104 33½
Allowed a commission of 8 per cent. on $18,119 13½, the amount of receipts and inventory of first account, is - - - - -		1419 53
		$33,119 50
Over paid, - - - -		24,131 10
		$9188 40

WASHINGTON COUNTY, *District of Columbia, ss.*

The fourth day of April, in the year 1821, came Leonard H. Johns, one of the executors of David Peter, deceased, and made oath on the holy Evangelists of Almighty God, that the aforegoing account, as it stands stated, is just and true, and that the several sums for which he claims credit have been bona fide paid, or secured to be paid, which is allowed.

Sworn before

HENRY C. NEALE, *Register Wills.*

I certify, that the aforegoing is truly copied from the original, filed and registered in my office.

[L. S.] Witness my hand and seal of office, this 10th day of April, in the year of our Lord 1824.

HENRY C. NEALE, *Reg. Wills.*

No. 5.

Bond of Convey'nce per S. Peter, et al., to Geo. Magruder.

Sarah Peter's and others' Bond of Conveyance to George Magruder.

Know all men by these presents, that we, Sarah Peter, the executrix, and George Peter and Leonard H. Johns, the executors of David Peter, late of Washington County, and District of Columbia, are held and firmly bound to George Magruder, of the same place, in the full and just sum of forty-one thousand three hundred and seventy-five dollars and eighty cents, current money of the United States, to be paid to the said George Magruder, or his certain attorney, executors, administrators, or assigns, to which payment well

and truly to be made and done, we bind ourselves, our executors and administrators, jointly and severally, in the whole, and for the whole, firmly by these presents; sealed with our seals, and dated this fourteenth day of August, eighteen hundred and thirteen.

Whereas, the above bounden Sarah and George Peter, and Leonard H. Johns, to carry into effect the designs of the deceased David Peter, as expressed in his last will and testament, did advertise to be sold at public auction, on the 7th day of June, eighteen hundred and thirteen, the following lands, lying in Montgomery County, State of Maryland, to wit: Cordorock, containing seventeen hundred and four acres and one-half acre; Hay Park, containing forty acres; Doul's Discovery, containing one hundred and twenty-seven acres; part of James' Park, containing twenty-two and a half acres, and part of resurvey on Honesty, containing two hundred and twenty acres; and pursuant to the said notice, the said George Peter and Leonard H. Johns attended at the Union Tavern, in George Town, and district aforesaid, the place named in said advertisement, at which the said sale was to be made, and then and there offered the following terms of sale, to wit: One-third of the purchase to be paid on the first day of January, eighteen hundred and fourteen; one-third to be paid on the first day of January, eighteen hundred and fifteen, and the remaining third to be paid on the first day of January, eighteen hundred and sixteen; the two last payments to bear interest from the first day of January, eighteen hundred and fourteen, the purchaser giving negotiable notes, with approved endorsers, and to receive possession on the first day of January, eighteen hundred and fourteen. The said two executors then set up the said tracts, to wit: Cordorock, the Hay Park, Doul's Discovery, part of James' Park, and the Ferry Landing, all adjoining each other, as per plat exhibited at the said sale, in one lot, containing about two thousand and forty-three acres and one-quarterof an acre; and the said George Magruder being *being* the highest bidder, the same was struck off to him, at the sum of ten dollars and twelve and a half cents per acre, amounting in the whole, to the sum of twenty thousand six hundred and eighty-seven dollars and ninety cents, current money. And, whereas the said George Magruder has, since the said fourth day of June, given the following negotiable notes, to wit: bill of exchange and cash for the sum of six thousand eight hundred and ninety-five dollars ninety-six and two-third cents, payable at different dates; to wit, Joseph Gales, Jr., his note for four hundred and fifty-dollars; Jeremiah Marritt's note for two-and-fifty dollars; Thomas Turner's note for three hundred dollars; Samuel Turner's note for one thousand and thirty dollars and ninety cents; Samuel Burche's note for one hundred dollars; a bill of exchange of William Murdock, of London, amounting in dollars to twenty-one hundred and fifty dollars and fifteen cents, and in cash, twenty-six hundred and fourteen dollars ninety-one and two-third cents; one other note for

the sum of six thousand eight hundred and ninety-five dollars ninety-six cents and two-thirds of a cent, endorsed by Patrick Magruder, and payable the first day of January, eighteen hundred and fifteen; and one other negotiable note for the sum of six thousand eight hundred and ninety-five dollars and ninety-six cents and two-thirds of a cent, endorsed by Lloyd Magruder, and payable on the first day of January, eighteen hundred and sixteen, and thus complying with the terms of sale.

Now the condition of the above obligation is such, that if the above bounden Sarah and George Peter and Leonard H. Johns, shall put the said George Magruder, his executors, administrators, or assigns, into the peaceable possession of the above premises on the first day of January, eighteen hundred and fourteen, on the full and complete payment of the first above mentioned instalment, and do and shall, at any future day before the payment of the whole, cause to be ascertained, by correct and actual survey of the aforesaid lands, the exact quantity of acres clear of elder surveys, and shall deduct out of the whole amount of the aforesaid sums for what may or shall prove deficient, at the rate of ten dollars twelve and a half cents per acre, he, the said George Magruder, paying for the excess, if any, at the same rate; and do and shall, upon the full and complete payment of the whole purchase money, convey and make over by a good and lawful deed, containing a clause of special warranty, to the above named George Magruder, his heirs or assigns, the foregoing tracts or parcels of land, clear of elder surveys and all incumbrances; then this obligation to become null and void; otherwise to be and remain in full force and virtue in law.

SARAH PETER, [L. S.]
GEO. PETER, [L. S.]
LEO. H. JOHNS. [L. S.]

Signed, sealed and delivered, in the presence of
WM. SMITH.

I hereby assign over this bond of conveyance to the following persons, being for the within considerations,—first, to my daughters, Elizabeth T. Magruder and Geo. Ann Magruder, for the payment of three thousand dollars and interest from this day, having paid that sum of their money, being the legacy received of their grandfather's estate; and then to Patrick and Lloyd Magruder, being the endorsers of my paper for the within land, when they are released from the said paper; the balance, after paying my daughters three thousand dollars and interest, go to my creditors.

GEORGE MAGRUDER.

August 14, 1813.

Upon the back of the above is the following endorsement.

"I admit this as evidence, as if ex'n. thereof proved before the auditor.

F. S. KEY."

No. 6.

Short copies of Notes, &c.

Short copies of Notes, and dates of suit on them.

$6895 96-100.

June 10, 1813.

On or before the first day of January, eighteen hundred and fifteen, I promise to pay Patrick Magruder, or order, six thousand eight hundred and ninety-five dollars and ninety-six cents and two-thirds cents with interest from the first day of January, eighteen hundred and fourteen, for value received.

GEORGE MAGRUDER.

Endorsed, PATRICK MAGRUDER.

$6895 96-100.

June 10*th*, 1813.

On or before the first day of January, eighteen hundred and sixteen, I promise to pay Lloyd Magruder, or order, six thousand eight hundred and ninety-five dollars and ninety-six and two-thirds cents, with interest from the first day of January, eighteen hundred and fourteen, for value received.

GEORGE MAGRUDER.

Endorsed, LLOYD MAGRUDER.

STATE OF MARYLAND, *Montgomery County, sct.*

I hereby certify, that the aforegoing copied notes have been truly taken from the original, as on file in my office, and that the suits instituted in the same were commenced on the 25th day of October, 1819.

In testimony whereof, I have hereto set my name and [L. S.] the public seal of Montgomery County Court, this eighteenth day of May, 1831.

BRICE SELBY,
Clerk Montgomery C'y. Ct.

I have examined, but cannot find that any suit has ever been instituted against Patrick or Lloyd Magruder.

Per B. SELBY, *Clerk.*

Admitted, as if proven and sworn before auditor.

F. S. KEY.

March 22, '23.

Montgomery County Court—March Term, 1821.

SARAH PETER, and others, heirs and representatives of David Peter, lessee,
vs.
GEO. MAGRUDER, BARTON DULEY, AQUILLA DULEY, MR. MAHORNY and WALTER GREENFIELD, tenants. } Ejectment.

STATE OF MARYLAND, *Montgomery County, ss.*

I hereby certify, that the suit of which the above is a statement was instituted on the twenty-fifth day of October, 1819.

In testimony whereof, I have hereto set my name and the [L. S.] public seal of Montgomery County Court, this eighteenth day of May, 1813.

BRICE SELBY,
Clerk Montgomery C'y. Ct.

No. 7.

Ex'ors. acc't. with Bowie and Kurtz.

The executors of David Peter, deceased, in account with Bowie and Kurtz.

DR.

1813, Oct. 6th,	To cash paid Len'd H. Johns, -	$2150 15
1814, Sept. 28th,	Do. paid one note to Geo. Peter,	1000 00
1815, Mar. 31.	To discount on £502. 18*s.* 7*d.* sterling, improperly credited them at par, in the sum of $2,235 24, viz., 12 p. ct., (the rate 28th September last,) on $1,000 00, - -	120 00
	1 p. ct., the present rate, $1,235 24, $12 35,	132 35
Apr. 4,	To cash paid Leo. H. Johns, - -	1,131 99
	Do. do. - - -	20 34
		$4,434 83

CR.

1813.		
Sept. 13.	By Geo. Magruder's bill of 14th Aug., a 60 days on Wm. Murdock, p. £572 10s. 6 sterling, a 15½ p. ct. dist. -	$2,150 15
1814.		
Nov. 18.	By balance due D. Peter per his account rendered, - - - - -	20 34

1815.	Brought forward, - - -		$2,170 49
Feb. 16.	By Wm. Murdock for this sum transferred to our credit 1st November last, per his letter of 21st Nov., £502 18s. 7 sterling, a par, - - - - - -		2,235 24
Mar. 31.	By interest on the above $2,225 24 a 4 p. ct. from 1st Nov. last, when received, to 1st July next, the time at which a bill on Loudon now drawn would probably be paid, say 8 months, -	$59 60	
	Deduct interest on $1,000, advance thereon 28th September last,	30 50	29 10
			$4,434 83
May 30.	To cash paid insurance on 42 hhds. tobacco per General Lingan, - -		$103 07
	To cash paid warehouse charges on ditto,		250 34
	Do. cooperage at Alexandria, - -		3 88
Sept. 23.	Do. insurance on 8 hhds. tobacco, also warehouse rents, per L packet, -		77 05
	To balance settled with Mr. Johns in account, - - - - - - -		4,728 06
			$5,162 40
May 31.	By advance on 42 hhds. tobacco shipped in the name of Leo. H. Johns, per ship Gen. Lingan, 5670 guilders, a 44½,		$2,523 15
	By balance for proceeds of the above tobacco, 3447 10 a 48, - - -		1,654 80
	By proceeds of 2 hhds. tobacco sold in Baltimore, - - - - -		114 56
	By John Kurtz for net proceeds of 8 hhds. tobacco per Liverpool packet, - -		869 89
			$5,162 40

The above account is admitted as if it was the book of Bowie and Kurtz.

F. S. KEY,
BOWIE & KURTZ.

E. E.
March 22, '23.

Georgetown, February 18, 1823.

In addition to the above, I certify that the books of Bowie and Kurtz show that Washington Bowie paid to Major Geo. Peter, one

of the executors of David Peter, for one eighth of the money received from the United States, for the freight of the ship Allegany, (paid 2nd January, 1822,) $912 48.

J. KURTZ.

No. 8.—Copy from the transfer book of stock in the Union Bank of Georgetown.

For value received, I hereby transfer to the President and Directors of the Union Bank of Georgetown, eighty shares of stock in the Union Bank of Georgetown, on each of which fifteen dollars have been paid; standing in the name of David Peter, deceased.

Signed, GEO. PETER,
Executor of David Peter.

Done in Bank, April 22, 1823.

15
80

1200 dollars amount of stock.

Proceeds to be applied to the payment of interest due on notes of S. Peter, G. Peter, and L. H. Johns.

The was also declared and posted to the credit of the executors of David Peter, dividends on the same stocks to the amount of nine hundred and sixty dollars, between April 1813 and April 1823, which was applied to the payment of interest on the same notes as aforesaid, or to the notes themselves.

D. ENGLISH, *Cashier.*

March 26, 1833.

No. 9.—Payment of $1845 to Geo. Peter, proceeds of ship Allegany.

Know all men by these presents, that I, George Peter, of Montgomery county, in the State of Maryland, have constituted and appointed, and by these presents do constitute and appoint Thomas Peter, of Georgetown, in the District of Columbia, my true and lawful attorney, for me to receive any moneys which may be due and owing from the United States to the estate of the late David Peter, who was interested in the ship Allegany, or any moneys authorised to be paid by the United States to the said David Peter or his representatives; and I hereby ratify and confirm any act of the said Thoman Peter, which he may do in the premises.

Witness my hand and seal this 12th day of April, in the year 1830.

Signed, GEO. PETER, [L. S.]
Surviving executor of David Peter.

Witness:
W. J. WEST.

MONTGOMERY COUNTY, MARYLAND, *to wit:*

On this 12th day of April, in the year of our Lord 1830, personally appeared before the subscriber, a Justice of the Peace of said State, for the county aforesaid, George Peter, and acknowledged the aforegoing power of attorney to be his act and deed, delivered for the purposes therein mentioned.

Signed, W. J. WEST.

STATE OF MARYLAND, *Montgomery county, to wit:*

I hereby certify that William O. West, gentleman, before whom the aforegoing acknowledgment to the within power of attorney appears to have been made, and whose name is thereto subscribed, was at the time thereof one of the State of Maryland justices of the peace in and for Montgomery county, duly commissioned and sworn.

In testimony whereof, I have hereto set my hand and affixed [L. S.] the public seal of Montgomery County Court, this 15th day of April, A. D., 1830.

BRICE SELBY,
Clerk Montgomery County Court.

The aforegoing certified to be a true copy from the original, by
MICHAEL NOURSE, *for Reg.*

TREASURY DEPARTMENT.

To John Campbell, Treasurer of the United States, greeting:

Pay to John Kurtz, Washington Bowie, George Magruder, Thomas Peter, and David Peter, owners of the ship Allegany, or order, out of the appropriation named in the margin, sixteen thousand four hundred dollars, for the amount found due to them, pursuant to an act of Congress for their relief. Approved May 29, 1830.

Agreeably to a certificate of the Comptroller of the Treasury, No. 2437, dated 2nd June, 1830, recorded by the register. For so doing this shall be your warrant.

Given under my hand and the seal of the Treasury, this [L. S.] second day of June, in the year one thousand eight hundred and thirty-nine, and of the independence the fifty.

$16,400. S. D. INGHAM,
Secretary of the Treasury.

Countersigned:

JOS. ANDREW, *Comptroller.*
L. J. SMITH, *Register.*

The Cashier of the Branch Bank of the United States, at Washington, will pay the above warrant agreeably to its tenor.

JOHN CAMPBELL,
Treasurer of the United States.

Received payment of the above warrant from the Cashier of the Branch Bank of the United States, at Washington.

THOMAS PETER,
June 4, 1830. WM. S. NICHOLLS.

Margaret Dick's certificate that the payments to her mother were made during her life by David Peter during his life, and by his executors after his death.

Georgetown, 29th March, 1833.

I certify that the executors of David Peter paid to my mother, Mrs. Elizabeth Peter, David Peter's part of the annuity agreed on by her sons, quarterly, as was customary, and from the death of my brother, David Peter, to the death of my mother.

MARGARET DICK.

I generally received the pay myself, and disbursed the money for my mother.

Power att'y—Beverly to King.

I hereby authorise and empower James Kincaid, of Georgetown, as far as I am interested and concerned in the estate of the late David Peter, deceased, of Georgetown, for me and in my name, to demand, collect receive, distrain for and recover all such proportion of rents, whether in arrear or hereafter to accrue, and profits of the estate of David Peter, deceased, as I am entitled to.

Witness my hand and seal this 1st day of July, 1824.

J. B. BEVERLY, [L. S.]

Dear Sir:

I have written to Maj. Peter to send you a power of attorney also, which he will do very soon. I have stated some country tenants, because I think you may collect them without much trouble. Those that are near the town, 3 miles off, I imagined not too far off for you to give your personal attention. I should be glad to know what success you have in collections.

There is a balance of the county tax for 1823 due, about eleven dollars, which I promised I would pay out of the first money collected; but I have no money of the estate in my hands, and therefore leave it unpaid. I would be much obliged to you to pay it out of the first money collected; they are in the hands of Mickum.

Be strict with the tenants, and endeavor, if possible, to make them punctual to the quarter, and exercise your discretion and judgment as to the indulgences which they will no doubt want.

Yours, &c.,

MR. KINCAID. J. B. BEVERLY.

I have given an order on J. Howard for the $11 of taxes, which, if he pays, must be credited to him; if he does not pay, I would thank you to pay it out of the first money collected.

J. B. B.

Dorsey's deposition.

Thomas B. Dorsey's deposition, and Mr. Key's certificate respecting Mr. Beverly's agency in the ejectment cause.

Interrogatory to the Honorable Thomas B. Dorsey, on the part of the defendants, in a case depending in the Circuit Court of the District of Columbia, in which the heirs at law and devisees of David Peter are plaintiffs, and the Bank of the United States, George Peter and others are defendants.

Do you not know that James B. Beverly had any agency, and if any, what, in commencing and prosecuting suits in Montgomery county court, Maryland, by the executors of David Peter against George Magruder, for the purchase money of a tract of land in the said county, sold by the said executors to the said Magruder, and an ejectment by the devisees or heirs of the said David Peter against said Magruder, to recover possession of said tract of land; or in a chancery suit at Annapolis relative to the said land. State fully what the said Beverly did or directed relative to the said suits, or either of them.

My recollection of the matters referred to in the above interrogatory is very indistinct. I have no recollection of any thing relating to the alleged suit in chancery, or the suit by the executors of David Peter vs. George Magruder, in Montgomery county court. I remember that whilst a member of the bar of Montgomery county court, I was engaged as counsel in a cause there depending between the heirs of the said Peter, and Magruder, being associated in the management, and, I believe, trial of that suit with Francis S. Key, Esquire; but my impression is that I was employed either by Mr. Key or Mr. Beverly, but by which I cannot say. I recollect conversing with Mr. Beverly as to the means of prosecuting this suit, he being at that time, I think, a member of the bar of Montgomery county court; but whether he was the agent for the prosecution of that suit, or by whom I was paid for my services, I have no distinct recollection or knowledge on which I can place any reliance.

THOS. B. DORSEY.

March 9th 1833.

Mr. Key's certificate.

I certify that Mr. J. Beverly superintended the ejectment suit in Montgomery county against George Magruder; that I advised the said suit in order to obtain possession of the land, that it might be resold for the balance of the purchase money; that I went to Rockville by his desire, to try the said cause, when it was for trial.

That he also attended to the case in the Court of Appeals after its removal thither; and that the counsel engaged therein took their instructions from him.

Also, that the said Beverly employed T. B. Dorsey to file a bill in chancery for the resale of the said land, and that he attended to the said suit in said court, where there is now filed a letter from him to the register, enclosing to him the proofs of publication against the absent defendants.

F. S. KEY.

Estimate of rents of David Peter's estate in the District of Columbia.

The amount of rents collected by J. Kincaid during his agency from 1824 to 1827 inclusive, is per his account No. 1, - - - - - - - -	$4,154 17
From which deduct his commission, five per cent.,	207 70
Charged to executors, - - - - - -	$3,946 47
This sum gives the annual income, - - -	$911 62

Rents accounted for.

From 1813 till 1823 inclusive, being prior to the agency of Kincaid, - - - - - -	11 years.	
From 1828 to '29 inclusive, - - - - -	2 years.	
	13 years agency.	
11,62 is - - - - - - - - - -		$10,351 06
Deduct for repairs of houses, losses in collection, &c., estimated at 20 per cent., - - - - -		2,070 21
For nett proceeds of the rents for 13 years, - -		$8,280 85

Estimate of taxes on D. Peter's estate.

Taxes in Georgetown and Washington from 1812 till 1829 inclusive, as follows:

John Mountz's ac. Georgetown, &c.,			$4606 08
Geo. Adams' ac. direct taxes,			87 36
C. H. Wiltberger's ac. Corp. Washington,			2,716 33
	The whole amount		$7,409 77
Of this amount there has been charged as having been paid by the executors and Kincaid, viz: by the executors, per account with Orphan's Court,		$196 53	
By Kincaid in his account No. 1,		713 46	
" No. 2,		706 61	
$3,946 47			
8,280 85			
$12,227 32 rents,			1,616 60
			$5,793 17
	Add paid by Kincaid for interest,		14 75
			$5,807 92
$7,409 77 taxes to be charged to the estate.			
4,817 55			

D. Peter's executors—Union Bank, 80		$880	10 87½
Debt at D. Peter's death in 1812,	9,625	80	
Payments made from D. P's death,		7000	
By his executors, to 3d Oct., 1827,		640	
	$9,097,56 add	$8,931 12	
They credit dividend on stock	$210		$6 00
Proceeds of U. Bank stock,	870		5 60
80 shares $15 cash.			
			40
1830, Jan. 7. Judgment of U. Bank against executors,			$7,572 61
Interest till paid, and costs,			9,097 56
1823, April 22, stock transferred for $1200, April 1, 1813,		$48	
Oct. 1, 1813,		48	

	Brought forward,	$96
April, 1814,		48
Oct., "		48
April, 1815,		54
Oct. "		60
April, 1816,		60
Oct. "		60
April, 1817,		60
Oct. "		60
April, 1818,		60
Oct. "		60
April, 1819,		48
Oct. "		36
April, 1820,		30
Oct. "		30
April, 1821,		30
Oct. "		30
April, 1822,		30
Oct. "		30
April, 1823,		30
	$960	
		$28,384 34

Judgment 22d April, 1822, for $309.
Interest from 1st February, 1820.
Judgment 22d April, 1822, for $7,625.
Interest from 1st February, 1820.

Costs.

June 23d, 1823, paid on account principal and interest,	$742 86
August 26th, 1823, p'd	351 04
October 25th, 1824, p'd	118 93
October 29th, 1825, p'd	300 00
December 5th, 1825, p'd	50 00
March 31st, 1827, p'd	400 00
October 3d, 1827, p'd	100 00
January 7th, 1830, p'd balance	9,097 56

A list of tenants on the property of the estate of D. Peter, deceased, and also property untenanted.

Names of tenants.	Rents quarterly.	When due.	Remarks.
Robert Kerly & Co.,	$38 50	23d January, April, July, and October,	Ground rent; the ground is prop. of W. Peter.
Charles C. White,	20 00	1st January, April, July, and October,	Ground rent; the property of W. Peter.
Ninian Beall,	11 00	- - - - - - - -	Ground rent; the property of W. Peter.
Benj. Mayfield,	28 00	6th April, July, October, and January,	Ground rent.
Charles E. Eckle,	14 00	1st January, April, July, and October,	Ground rent.
Geo. Clementson,	21 00	1st January, April, July, and October,	Ground rent.
Hines & Nicholson,	6 00 six mo.	Due 14th of every month,	House rent.
Mrs. Barum,	5 75 six mo.	Due 1st of every month,	House rent.
One vacant house adjoining Mr. Clementson—			
John Howard,	18 75	1st January, April, July, and October,	House rent.
Vacant house corner of Water and High streets, without a tenant,	- - -	- - - - - - - - -	The property of H. Peter.
Cooper shop—			
Mr. Hilton,	16 25	10th November, Feb'y, May, and Aug.,	
Large stone house—Water street,	- - -	- - - - - - - - -	Without a tenant; the property of Jas. Peter.
Small frame house opposite F. & M. Bank, Congress street,	2 00 six mo.	The 15th of every month,	The property of W. Peter.
Family dwelling house—			
Mrs. Custis, tenant,	300 00 per ann.	1st November, Feb'y, May, and Aug.,	The rent to commence as soon as she makes the repairs; $150 of the rent to be allowed.
Farm at the Slashes—			
Mrs. Myers, tenant,	100 00 six mo.	Payable end of the year,	This tenant will have a small account for some wood which she cut for the family in the spring.
Farm adjoining Mr. Kurtz & Calder, on Rock Creek—			
Jno. Jones, tenant,	40 00 per ann.	Payable at the end of the year,	
Henry Mayfield,	17 50 per qr.	6th February, May, August, and Nov.,	Ground rent.

Cause continued until first Monday in January, 1834.

Cause continued to 1st Monday Jan'y, '34.

Thereupon, further process being had of and upon the premises aforesaid, between the parties aforesaid, on motion of the said parties by their solicitors aforesaid, and by order of the court thereon, the said cause was regularly continued at rules, until the first Monday of January, in the year of our Lord one thousand eight hundred and thirty-four.

January, 1834.

At which said first Monday of January, in the year eighteen hundred and thirty-four, to which said day the cause was continued, come again into the Circuit Court here, as well the said complainants, by their solicitor aforesaid, as the said defendants, by their said solicitor. And thereupon, the said auditor, Joseph Forrest, Esq., to whom the aforegoing order of reference was made, to take, and report, &c., filed in court here the following report and statement, to wit:

WASHINGTON COUNTY,
District of Columbia.

December 10, 1833.

Report of Auditor.

Report of Auditor.

DAVID PETER'S HEIRS,
vs.
BANK OF THE UNITED STATES,
AND GEORGE PETER.
} In chancery.

This cause having been referred to the auditor, with directions to take and report an account of all sums received by the executors from the real and personal estate of David Peter, deceased, and of the sums paid by them, &c., and to take depositions and report all evidence and testimony by him taken, the auditor, after having notified the parties, proceeded to examine the accounts and vouchers of the executors, and the several statements made by the counsel of the *counsel of the* complainants and defendants, and now begs leave of this honorable court to report: That he has examined the several statements made by the executors with the Orphan's Court, and has extracted therefrom the several sums received and paid by them. In making the statement now submitted, the auditor has

omitted the charges made by the executors, and for which they obtained credit in their settlement with that court, for payments stated to have been by them to the Bank of Columbia, and the Union Bank of Georgetown, because it does not appear that these debts were at that time paid by them. When David Peter died, he was largely indebted to these banks upon endorsed notes discounted in them. A proposition was made by the executors, and acceded to by the banks, to prevent these notes from lying under protest, to substitute notes to be drawn by Mrs. Sarah Peter, executrix, and endorsed by Leonard H. Johns and George Peter, executors. These notes of David Peter were *retired* by this substitution, and passed as credits to the executors in the Orphan's Court as paid, when in truth and in fact they were not paid. Whether the bank, by this arrangement, released the estate of David Peter, or not, the auditor does not undertake to determine.

In the account with the Orphan's Court, the executors are charged with the amount of the inventory of the personal estate, both in the District of Columbia and in Maryland; in the present statement these charges are omitted. As far as any proceeds of the personal estate came into their hands, they are charged in this audit; but they are not charged what the widow and heirs retained in their own hands and for their own use; the object being to ascertain whether the executors are indebted to the estate, or the estate to them. It will be seen that, by an account stated by the counsel for the heirs, and annexed to the auditor's statement, that he has charged the executors with $20,250, being the amount of sale of land to George Magruder. It appears from the papers that the first payment for this land, amounting to $6,895 96, and interest thereafter, in all $8000, is all that has ever been paid or received by the executors on that account; the balance has not been paid, under the plea, by the representative of Magruder, that the will of David Peter did not sufficiently authorize the executors to sell and make a good title to the land. Under these circumstances, this charge for the balance of the purchase money is rejected by the auditor.

The counsel for the bank and executors has also made a statement, which is also annexed. The auditor rejects both statements, and presents one of his own.

It appears that when David Peter died, he possessed a large real estate, with a suitable establishment in Georgetown. He left a widow, three sons, and two daughters, minors. This estate, although large, was not proportionably productive. It consisted of land in Montgomery county, in Maryland, and lots and houses in Georgetown and the city of Washington; most of the lots were unimproved. The land in Maryland was tenanted out, except one farm, which, being stocked, was reserved for the management and support of the family, and so remains to this day. The income arising from the estate annually, after paying taxes, was insufficient to defray the

expenses of the establishment in Georgetown in the manner they had been accustomed to live, and to educate the three sons and two daughters. The auditor has therefore estimated the family expenses at $1,500 per annum, or $500 over and above the produce of the stocked farm, and the small amount of rents received in Montgomery. In addition to these expenses, the estate was bound by the will of David Peter's father, to contribute to his mother's support during her life, five hundred dollars in money, with a proportion of wood and provisions, per annum. These heavy charges upon the estate, and the accumulation of interests and discounts on debts, has caused the estate to fall largely indebted to the executors; while the Bank of the United States, as assignee of the Bank of Columbia, and other claimants, remain unpaid. The claims upon the estate by Richard West, Thomas P. Wilson, and the Union Bank, were recovered by judgment against George Peter, as executor and endorser, and have been fully paid by him.

By the statement now presented, it appears that the estate is indebted to the executors $17,539 61, arising from the above causes; the larger part, if not the whole, is in justice due to George Peter, in addition to which he has an account for a considerable amount, which is suspended in this audit, on account of some charges in *bland*, for sundry payments to managers and overseers, blacksmith's bills, &c. &c.; which charges may be considered when the claims, generally, shall be presented for final settlement.

The death of the executrix, the subsequent death of Leonard H. Johns, who was the acting executor, and the surviving executor not residing in the District, and knowing little about the manner in which the estate has been managed, the want of papers and confused state of the whole concern, renders it a laborious and difficult task to do exact justice to all parties; but, with the materials within his reach, the auditor has made the best report in his power, which he hopes will be received. It cannot be very material to the heirs, whether they still owe the bank or not; because, if they do not owe the bank, they will be by the same amount more indebted to the executors.

JOSEPH FORREST, *Auditor.*

December 10, 1833.

Statement of auditor accompanying his report.

The executors of David Peter, deceased, in account current with the heirs and representatives of David Peter, Dr.

To amount collected of debts due as per settlement 1st, with the Orphan's Court of Washington county, $3,960 85

To the following sums received by James Kincaid, and accounted for him with the executors, from the 18th day of August, 1824, until November, 1827, viz:		
For tobacco sold, - - - -	$272 87	
Received from Morton, for land, - -	350 00	
Received from Maj. Geo. Peter, - -	150 00	
For tobacco sold, - - - -	440 12	
Received for old carriage, - -	38 00	
For rents, - - - -	4,154 17	
	$5,415 16	
Deduct his commission rents, - -	207 70	
		$5,197 46
To this sum received from Wm. Murdock, Loudon, viz:		
Geo. Peter's note p. 28th Sept., 1814, -	$1,000 00	
Received by L. H. Johns, 4th April, 1815,	1,152 33	
		2,152 33
The above received through Bowie & Kurtz.		
To this sum received from Bowie & Kurtz, for nett proceeds of tobacco, see Bowie & Kurtz's account, -		4,728 06
To this sum received June, 1830, for share in ship Allegany, being a proportion of $16,000, see war't and affidavit, - - - - - - -		1,845 00
To this sum received for 80 shares of stock in the Union Bank of Georgetown, $870; for dividends on same, $210; see Exhibit U. B., - - - -		1,080 00
To amount received from Bowie & Kurtz, for proportion of freight of ship Allegany, see Bowie & Kurtz's books, - - - - - -		912 48
To received for proportion Breckenbridge's debt, see Kincaid's 2d account, - - - -		747 41
To received from Geo. Magruder, for 1st payment for land, August, 1814, see Exhibit No. 4, - -		6,895 96
To received from the Union Bank, for dividends on stock; the whole amount received being $960, of which $210 is already charged—difference, - -		750 00
To this sum received for interest for Kincaid's account No. 2, - - - - - -		14 79
To this sum received *received* for interest on debt due by Geo. Magruder, the whole amount stated to have been received from him being about $8,000, of which $6,895 66 is before charged—difference, see Beverly's letter, - - - - - - -		1,104 04
To amount received for sales of negroes, &c., sold by trustees, - - - - - -		1,453 00
Received of Shaw & Elliot, for lots sold, - -		1,000 00

Received of J. Kuhn, for lots sold,		$796 86
Received of F. Dodge, for do.		175 00
Balance due executors,		8,412 54
		$41,225 78

Cr.

By payments made for funeral expenses and debts, see first settlement with O. C.	$4,189 45	
For taxes in Montgomery county, $82 78, and $106 50,	189 28	
		$4,378 73
By payments made as per said settlement with the Orphan's court, viz: for sundry expenses and debts paid,	$2,750 26	
Paid office of discount and deposit,	3,735 71	
Taxes in Montgomery county,	7 25	
Executor's commission on inventory allowed by the Orphan's court, 8 per ct.	$1,449 53	
		$7,942 75
By the following sums advanced and paid by J. Kincaid, see his account No. 1, viz: to James and G. Hamilton Peter, jointly,	$210 52	
M. Maffit, for board and schooling same,	750 00	
G. Hamilton Peter,	565 62	
James Peter,	26 00	
J. B. Beverly,	250 00	
Elizabeth Ramsay,	170 00	
Mrs. Sarah Peter,	139 13	
For attorney's fees,	330 83	
Collector's commission,	264 44	

Taxes in Geo. Town, viz: in Dec. 1824,	$11 80	
do.	200 38	
Dec. 1825,	102 86	
June 1826,	47 80	
do.	67 15	
	$429 99	

For taxes in Washington in January, 1827, -	$281 30		
do. - -	2 16		
	283 46		
For sundry small debts, repairs of houses, jail expenses of negro man, Doctor's bill, printer's bill, clerk's fees, &c. &c. - -	774 13		
		$1,487 58	
			$4,194 12
By the following sums paid by J. Kincaid, 2d account, A. B. No. 2, viz: for taxes in Washington, March, 1825, - -	$507 92		
Do. 1823 - -	198 69		
Interest on advance for taxes,	32 18		
	$738 79		
For J. Kincaid's commission,	56 04		
Costs in suit, *vs.* Breckenbridge, - -	91 16		
		$885 99	
By payments made to the Union Bank of Georgetown, for discount and curtails, see exhibit U. B.			$8,931 12
By payments to the Bank of Columbia, from 4th April, 1831, till 31 May, 1824, (B. C.) - - - - -			1,438 79
To the Bank U. States, 12 Sept. 1822, (see U. S. B.) - - -			650 00
By payment of judgment to Rich'd West, with interest and costs (by Geo. Peter,) - - -			1,153 01
By payment of a judgment to Thomas P. Wilson, with interest and costs (by Geo. Peter,) - - - - -			2,424 38
By ditto to J. Kincaid for balance due him (by same,) - - - - -			129 33

By payment to the Union Bank in Geo. Town, in full of their judgment for claim, with interest and costs (by same,) -	$9,097 56
	$41,225 78

By balance per contra—Carried forward.

To estimated account of rents received, to the year 1829, including that year, which has not been accounted for, (see estimate,)	$8,280 85
Balance,	17,539 61
	$25,820 46
By balance brought forward (so far as there are vouchers and proofs.)	$8,412 54
By this sum allowed the mother of David Peter by his father's will, and for which his estate was bound; say from the death of David Peter, in 1813, till her death, in 1821, $500 per annum in money, with an allowance for provisions and wood estimated at $200 per annum; say for 8 years at $700, see Mrs. Dick's certificate, - -	5,600 00
By estimated amount of the expenses of Mrs. Sarah Peter for the support of herself and family for 12 years, that is, from the death of David Peter until her death and separation of the family, estimated at $1500 per annum, and deducting payments made and charged on that account, and the profits of the Montgomery property. - -	6,000 00
By estimated amount of taxes to 1829, according to the accounts of the register of Geo. Town and Washington, which have been paid, although no receipts appear; see estimate, - - - - -	5,807 92
	$25,820 46
Balance per contra, due executors,	$17,539 61

George Peter has exhibited to the auditor an account, (to which he has made affidavit) amounting to a considerable sum against the estate of David Peter; but there being some charges in it, the amount is in blank, and in other cases without vouchers, the audi-

tor has not felt himself authorised to admit it in this statement.—That account can be examined and considered when the claims generally are presented for final settlement.

JOSEPH FORREST, *Aud'r.*

10 Dec., 1833.

Mr. Marbury's statement of the executor's account.

Mr. Marbury's statement of the executor's account.

1812, Dec. 12, Am't inventory filed this day,			$5,937 00
1813, Jan'y 12, Am't inventory filed this day,			8,221 28
Money collected, 1st account,			3,960 85
Appraised value of personal estate, delivered Sarah Peter as a legacy,			4,552 00
1814, Jan'y 1, Geo. Magruder's 1st instalment for lands sold by the ex'rs.			6,895 96
Geo. Magruder's note for 2d instalm't, due 1 Jan'y, 1815,	$6,895 96		
1 year's interest,	413 76		
			$7,309 72
Do. do. 3d do. 1st Jan'y 1816,	$6,895 96		
2 year's interest on same,	827 52		
			$7,723 48
Sept. 28, To cash rec'd by Geo. Peter from Wm. Murdock,			1,000 00
1815, April 4, L. H. Johns ditto			1,131 99
Cash by L. H. Johns' ac't B. & Kurtz,			20 48
Sept. 23, Cash, nett proceeds of 50 hhds. tobacco shipped by Messrs. B. & K.			4,728 06
1822, Jan'y 22, Cash by Geo. Peter, $\frac{1}{8}$th Allegany's freight,			912 48
Cash of Mr. Shaw for city lots,			500 00
Of Mr. Elliot, ditto			500 00
Cash proceeds of Union Bank stock and dividends thereon,			980 00
1827, Cash $\frac{1}{2}$ judg't *vs.* Breckenbridge,			747 41
1831, Cash $\frac{1}{8}$ of allowance for the ship, Allegany, paid by Wm. S. Nicholls,			1,845 00
			$57,010 23
To balance per contra,			$12,251 96

	To which is affixed the following note—Am't of assets, to 23d Sept., 1815, as stated above in hand, was - -	$51,480 34
1814, April,	By Am't of credits in the first administration ac't, - -	8,930 73
1821, April,	By am't of credits in the 2nd do.	33,319 49
1815, Sept. 25,	By interest on $700, part of the debt due Bank of Columbia, from 30 Oct. 1822,	122 50
	By interest on $1,010 69, id. due 13 Dec. 1812, - -	170 49
	Do. $12,416 34, id. due Nov. 1812, - - - -	2,113 90
1827,	⅓ of the fees and charges attending suit, *vs.* Breckenbridge, - -	101 16
	Balance, - - - - - -	12,251 96
		$57,010 23

To which is affixed the following note:

Note.—Int. on Union Bank debt, is charged in 2nd administration ac't to 25th Sept., 1815.

Statement of Mr. Key.

Statement of Mr. Key on behalf of the executors, &c.

Statement O.

An account showing the income of D. Peter's estate, from his death in December, 1812, to the death of his widow, and subsequent separation of his family; say 12 years.

From the paper marked X in the hand-writing of James Kincaid, the agent at one time of the estate, filed with his accounts, the rents, excluding the mansion house, which the family occupied till 1st January, 1825, appear to be, - - - $942 00

Deduct for losses in collection, say 10 per cent. for repairs; 10 per cent. for commissions; 5 per cent. say ¼ - -	235 50
From papers marked, W, Y, Z, T, S, & R, the average annual taxes appear to amount to about $540, exclusive of costs of advertising, say, - -	$706 50 540 00
Making the nett annual receipt, - -	166 50
This multiplied by 12 - - - -	12
Making nett receipts, - - - -	$1,998 00

The farm worked by the executors for the family, appears in the year 1829, from the paper marked V, in the hand-writing of one of the complainants, to have produced, -	$123 74	
Of which $10 for the hire of women to the canal, and $20 for a house rented to canal, not being the ordinary profits, should be reducted. -	30 00	
	$93 74	
	12	
		$1,124 88
Total received in 12 years, - -		3,122 88

(See also, as to this paper marked J, K, L, M, & N.)

N. B.—There were a few other tenements in Montgomery county, from which generally little or nothing was collected.

Statement P.

Account showing the expenditure of the executors of D. Peter, in supporting and educating the family of the deceased, from his death in December, 1812, to separation of family,

Say 1st January, 1825, 12 years. From paper marked J., it appears the children at testator's death were of about the following ages: 13, 10, 7, 5 and 3 years old; and that the necessary expenses of the family were $1,500 per year, which X. by 12 is - -		$18,000 00
For the education of the daughters, say - -		1,000 00
For the sons, at least $1,000 each, - -		3,000 00
David Peter's estate was bound by his father's will to contribute, and did contribute to his mother's annuity in cash $500, and ⅓ of buying and keeping carrriage and horses for her, and ⅓ of her annual supplies of wood, corn, hay, beef and pork, say $200.	$700	
This contin ed till her death in Oct. 1821, say 9 years, - - -	9	
	$6,300	
Making, - - - - -		$6,300 00
		$28,300 00

Brought forward,		$28,300 00
Income received as in statement O.	-	3,122 88
Expenses as above, and not allowed in executor's accounts, - - -	-	$25, 177 12
The executors are also charged in the inventory with -	$14,158 28	
On account of testator's personal estate in Montgomery county and in Geo. Town, of which they only sold 203 negroes, amounting to less than -	1,000 00	
And are allowed in account No. 1, only the sum of - - -	4,552 00	
For that much delivered to the widow as bequeathed to her, making - - - - -		$5,552 00
Of which the family of Mrs. Peter have sold a small part and hold the rest; this balance should be allowed executors, - - - - -		8,606 28
They are also entitled to be allowed for a debt due from the deceased O'Neale, & & assigned to Thomas P. Wilson & to Richard West, for which they made themselves responsible, and have since nearly paid, amounting to about - - -		3,600 00
		$37,383 40

N. B.—Interest should be allowed on many of these sums.

Thereupon the said plaintiffs, by their solicitor aforesaid, take exception to the above report of the auditor, and file in court here the following bills of exceptions, to wit:

Plaintiff's exceptions to Auditor's report.

THE HEIRS AT LAW OF DAVID PETER, deceased, complainants,
vs.
The President, Directors and Company of the BANK OF THE UNITED STATES, and George Peter, surviving executor of David Peter, defendants.

In the Circuit Court of the District of Columbia, for Washington County, in chancery.

Exceptions taken by the complainants to the report of Joseph Forrest, Esq., Auditor, made in this cause, dated the 10th day of December, in the year 1833, and filed on the 4th day of January, in the year 1834.

1. That the auditor has not charged the said surviving executor

with the amount of the inventory of the personal estate of the said testator, filed by his executors in the Orphan's court of Washington county, in the District of Columbia, on the 12th day of December, in the year 1812.

2. That the auditor has not charged the said surviving executor with the amount of the inventory of the personal estate of the said testator, filed by his executors in the Orphan's court of Washington county, in the District of Columbia, on the 12th day of January, in the year 1813.

3. That the auditor has not charged the said surviving executor with the sum of four thousand five hundred and fifty-two dollars, being the value of certain personal effects, part of the assets of the testator's estate, applicable to the payment of his debts, which were improperly delivered to Sarah Peter, she being the executrix of the said David Peter, as a legacy, and for which said executors have obtained improperly a credit on the settlement of their accounts with the Orphan's court.

4. That the auditor has not charged the said surviving executor with the sum of seven thousand three hundred nine dollars 72-100, being the amount of George Magruder's note and interest thereon, due the 1st day of January, in the year 1815, which was received by the said executors of the said George Magruder, for the second instalment of the purchase money of the tract of land called Doulin farm, devised by the testator to be sold, and by the said executors sold to aid in the payment of the debts of said testator, which said sum of money was lost by the gross neglect and default of the said executors.

5. That the auditor has not charged the said surviving executor, *of* the sum of seven thousand seven hundred and twenty-three dollars $\frac{48}{100}$, being the amount of George Magruder's note and interest thereon, due the 1st January, in the year 1816, which was received by the said executors of the said George Magruder, for the third instalment of the purchase money of the tract of land called Doulin's farm, devised to be sold, and sold as aforesaid, which said sum of money was lost by the gross neglect and default of the said executors.

6. That the auditor has not credited the account of the said executor with the sums of money following, viz: collected by James Kincaid, who was agent of the real estate of the said complainant, the said sum being part of the rents and proceeds of the said real estate, viz: with cash paid,

To James and G. Hamilton Peter, - -	$210 00
M. Maffit for board and schooling the same, -	750 00
G. Hamilton Peter, - - - - -	565 62
James Peter, - - - - -	26 00
James B. Beverly, - - - -	250 00
Elizabeth Ramsay, - - - -	170 00
Mrs. Sarah Peter, - - - -	139 13
For collector's com'ns, am't of rents collected, -	264 44

Taxes on real estate in Georgetown in the years 1824, 1825 & 1826, - - - -	$429 99
Taxes on real estate, Washington City, 1827, -	283 46
Washington Co. in 1823 & 1825, - -	738 79
Com'ns to agent to collect rents of real estate, -	56 04

Making in all, the sum of three thousand six hundred eighty-three dollars 17-100.

7. That the auditor has given credit to the said executor in the statement of his account for the sum of $5809 92-100, being the estimated amount of taxes on the real estate devised by the said David Peter to the complainants, supposed to have accrued to the year 1829.

8. That the auditor has given credit to the said executor for the sum of $6000, being, as she says, the estimated amount of the expenses of Mrs. Sarah Peter and her family, for twelve years, without evidence to show that that or any other sum of money was expended by the said executors for such purpose.

9th. That the auditor has given credit to the said executor for the sum of eight thousand nine hundred and thirty-one dollars and twelve cents, for discounts and curtails, on a debt in the Union Bank of Georgetown, when no such debt was due from the estate of David Peter to said bank, but the same had been satisfied by the executors, and the amount thereof passed by the Orphan's Court to their credit.

10th. That the auditor has given credit to the said executor for the sum of fourteen hundred thirty dollars and seventy-nine cents, for discounts and curtails paid in the Bank of Columbia, when no debt was due from the estate of David Peter to the said bank.

11. That the auditor has credited the surviving executor with the sums mentioned in the 9th and 10th exception, for interest paid the Union Bank of Georgetown and the Bank of Columbia, after they were in possession of assets belonging to the estate of David Peter, sufficient to pay all his debts.

12. That the auditor has rejected the statement and account presented on the part of the complainants, and refused the several debts therein charged, to the account of the said executors.

In all which particulars, and for divers other errors appearing on the face of the report, the complainants except thereto, and humbly appeals therefrom to the judgment of this honorable court.

JOHN MARBURY,
for Comp'ts.

Exceptions set for argument, and cause continued until Monday, first January, 1835.

Thereupon, on motion of the said complainants, by their solicitor

aforesaid, and by order of the court here thereon, the said exceptions were set for argument, and the said cause regularly continued at rules until the first Monday in January, eighteen hundred and thirty-five.

January, 1835. Exceptions overruled, and auditor's report confirmed. Cause set for final hearing.

At which mentioned first Monday in January, in the year eighteen hundred and thirty-five, to which said day the said cause was continued, come again into the Circuit Court here as well the said complainants, by their solicitor aforesaid, as the said defendants by their said solicitor. Thereupon, all and singular the premises being by the court here seen, heard and fully understood, and mature deliberation thereon had, it is ordered by the court that the said exceptions be overruled, and that the auditor's report be confirmed; and the said cause, with the consent of the parties, and by order of the court, was set for final hearing at the next term of this court, and the said cause was continued accordingly.

March term, 1835.

And now, to wit, the said fourth Monday of March, in the year eighteen hundred and thirty-five, being the day for which said cause was set for hearing, come into the Circuit Court here, as well the said complainants, by their solicitor aforesaid, as the defendants by their said solicitor, and thereupon the court made the following decree, to wit:

Decree.

James B. and Jane Beverly, Wm. and Elizabeth Ramsay, et al.,
vs.
Geo. Peter, surviving executor of David Peter, and others.
} March term, 1835. In Chancery.

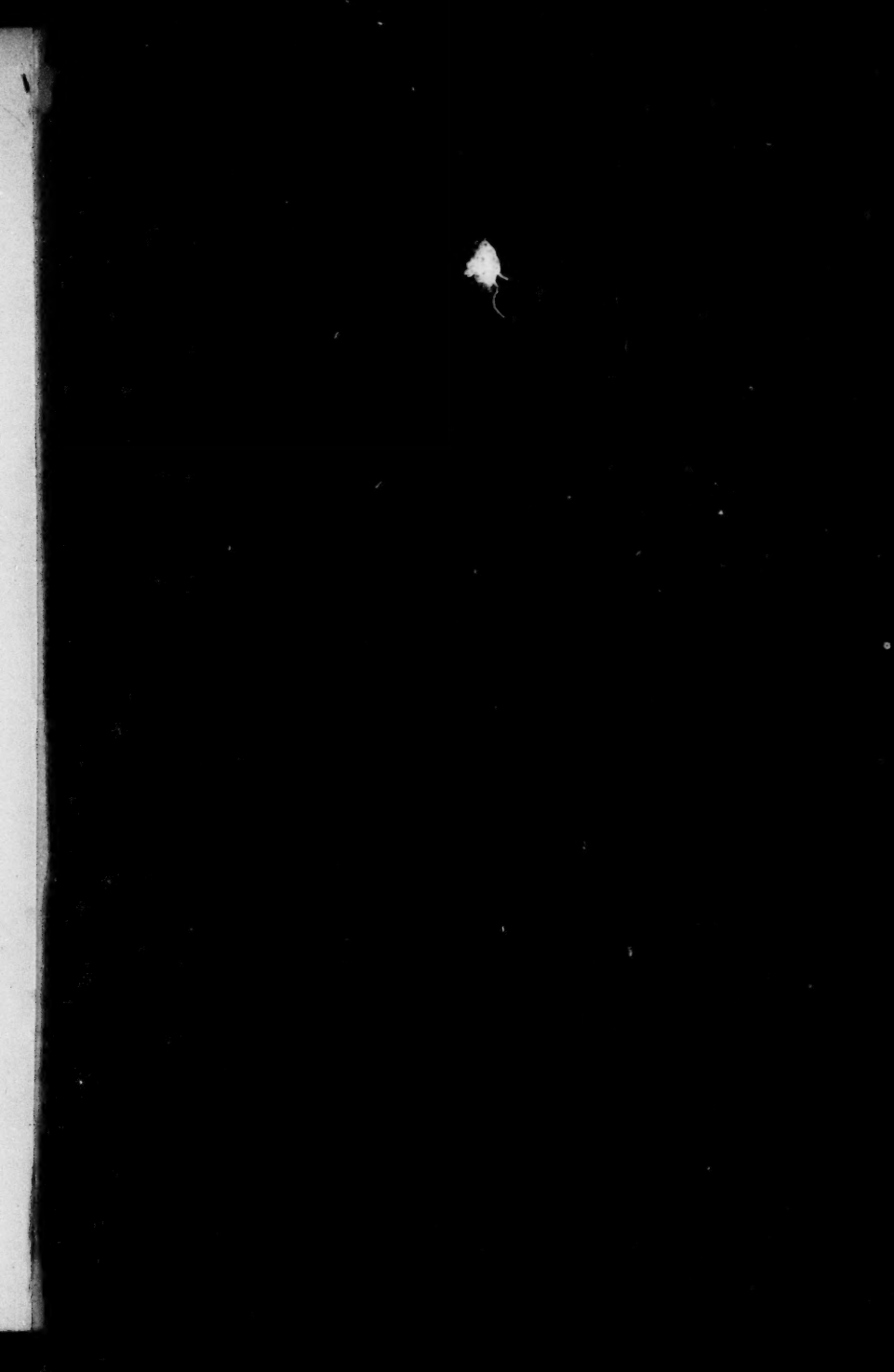
This cause having been set for hearing upon the bill, answers, exhibits and evidence, and having been argued by counsel, it is this twenty-fifth day of May, eighteen hundred and thirty-five, upon further hearing of the parties and their counsel, ordered, adjudged and decreed, that the auditor's report heretofore excepted to by the complainants, be and the same is hereby confirmed, and the exceptions thereto overruled.

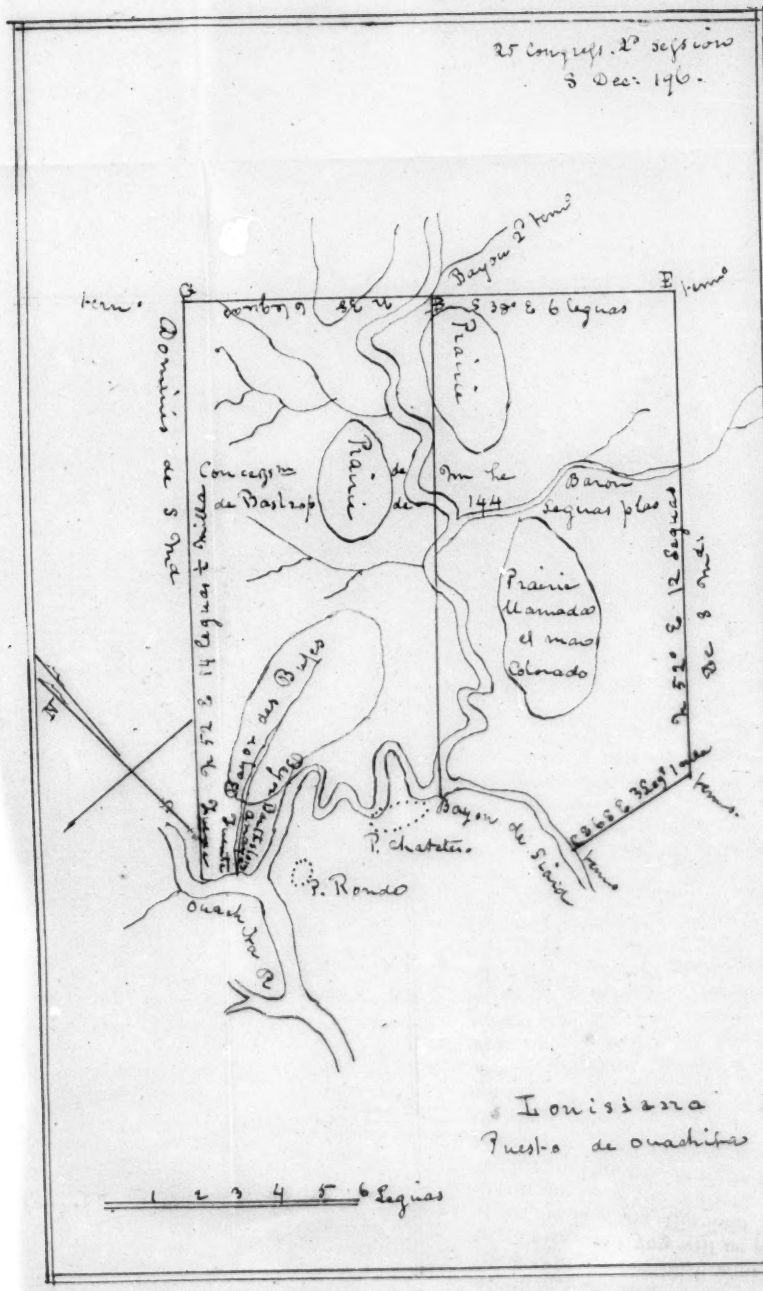
And the court, further considering the said cause, do order, adjudge and decree that the said injunction granted as aforesaid on the prayer of said complainants, be and the same is hereby made perpetual, and that the defendants pay the complainants their cost of suit.

By order of the court.

Test: W. BRENT, *Clk.*

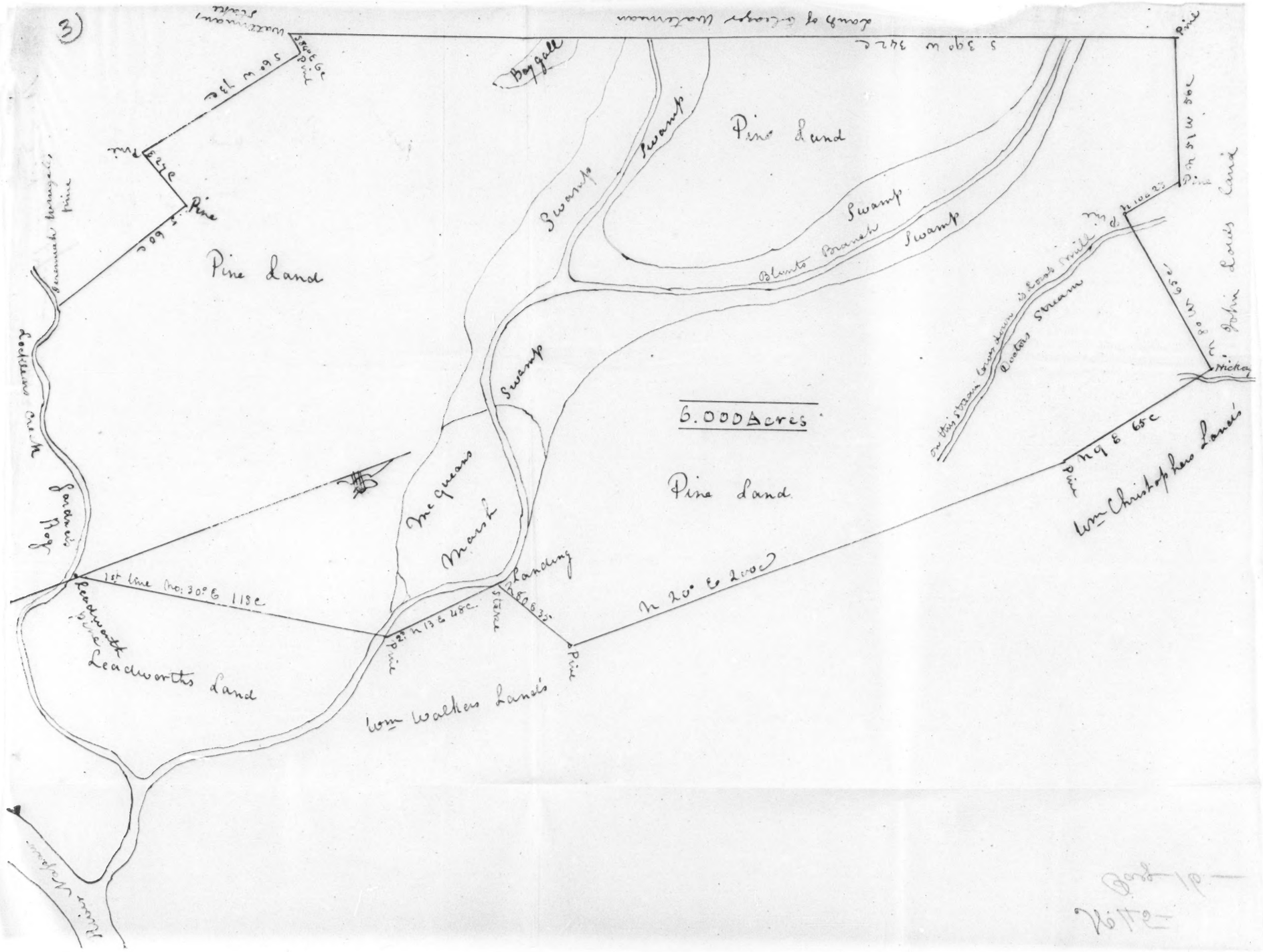
25th May, 1835.

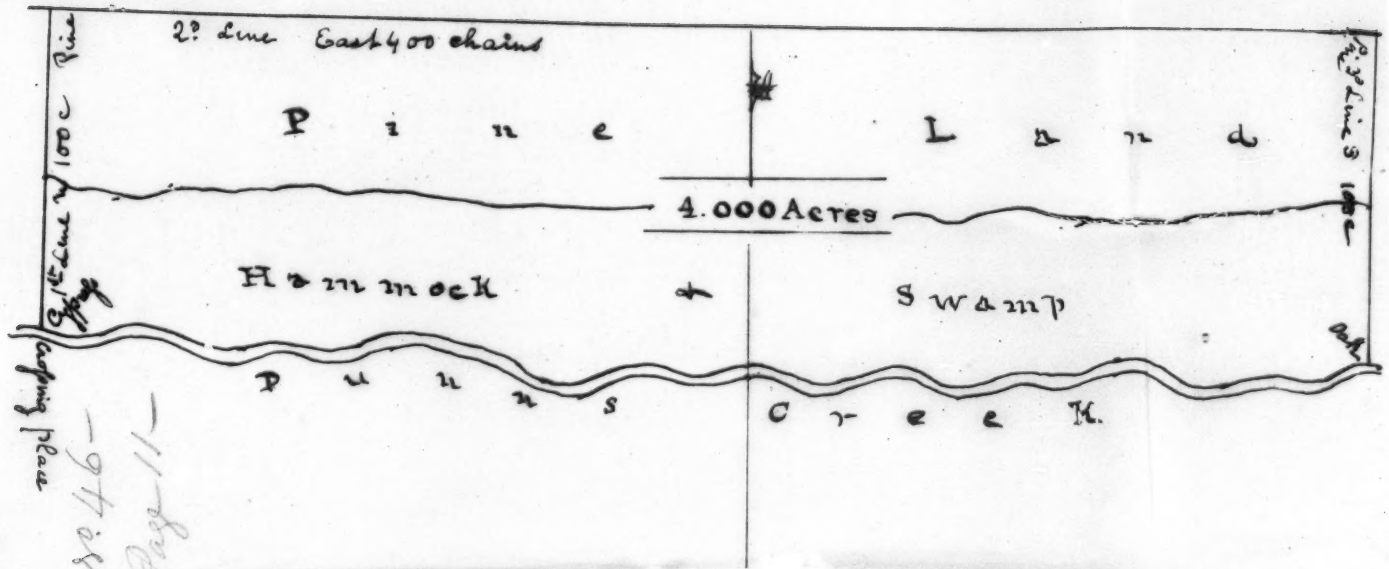


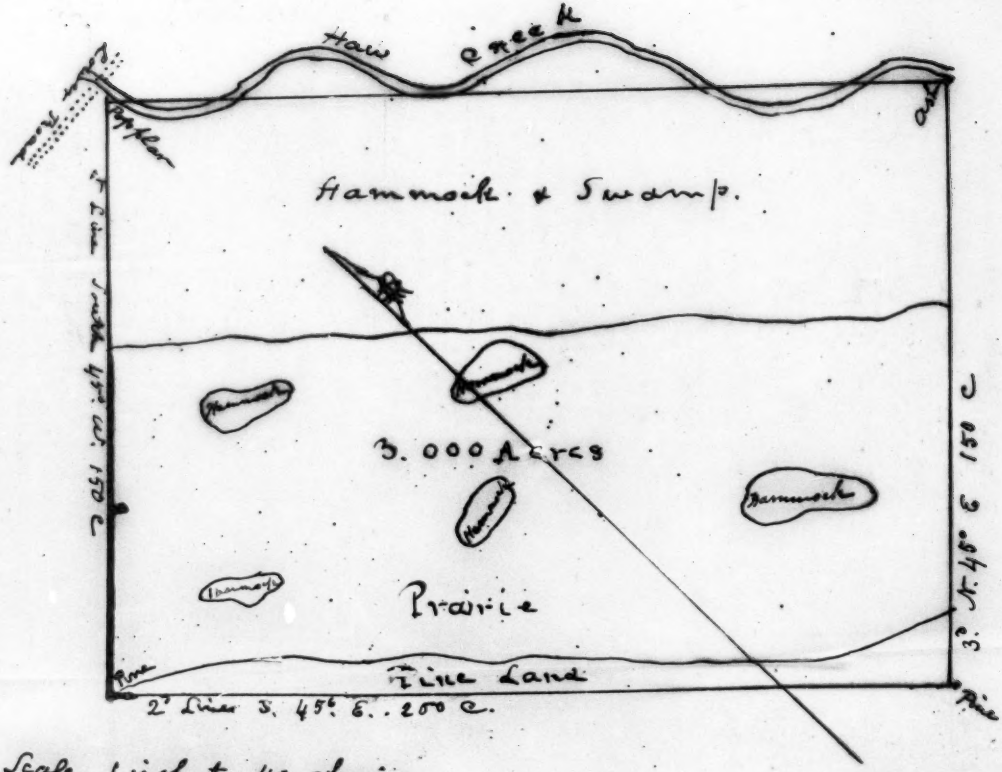

25 Congress. 2d sess. Doc
3 Dec. 1838.
Bayou 2d town
Prairie
Prairie
Prairie llamada el mas Colorado
Bayou des Boeufs
Bayou de Siria
P. Chatelin.
P. Rondo
Ouachita R.
Louisiana
Puesto de ouachitas
1 2 3 4 5 6 Leguas

Don Juan Mc Intosh's Lands

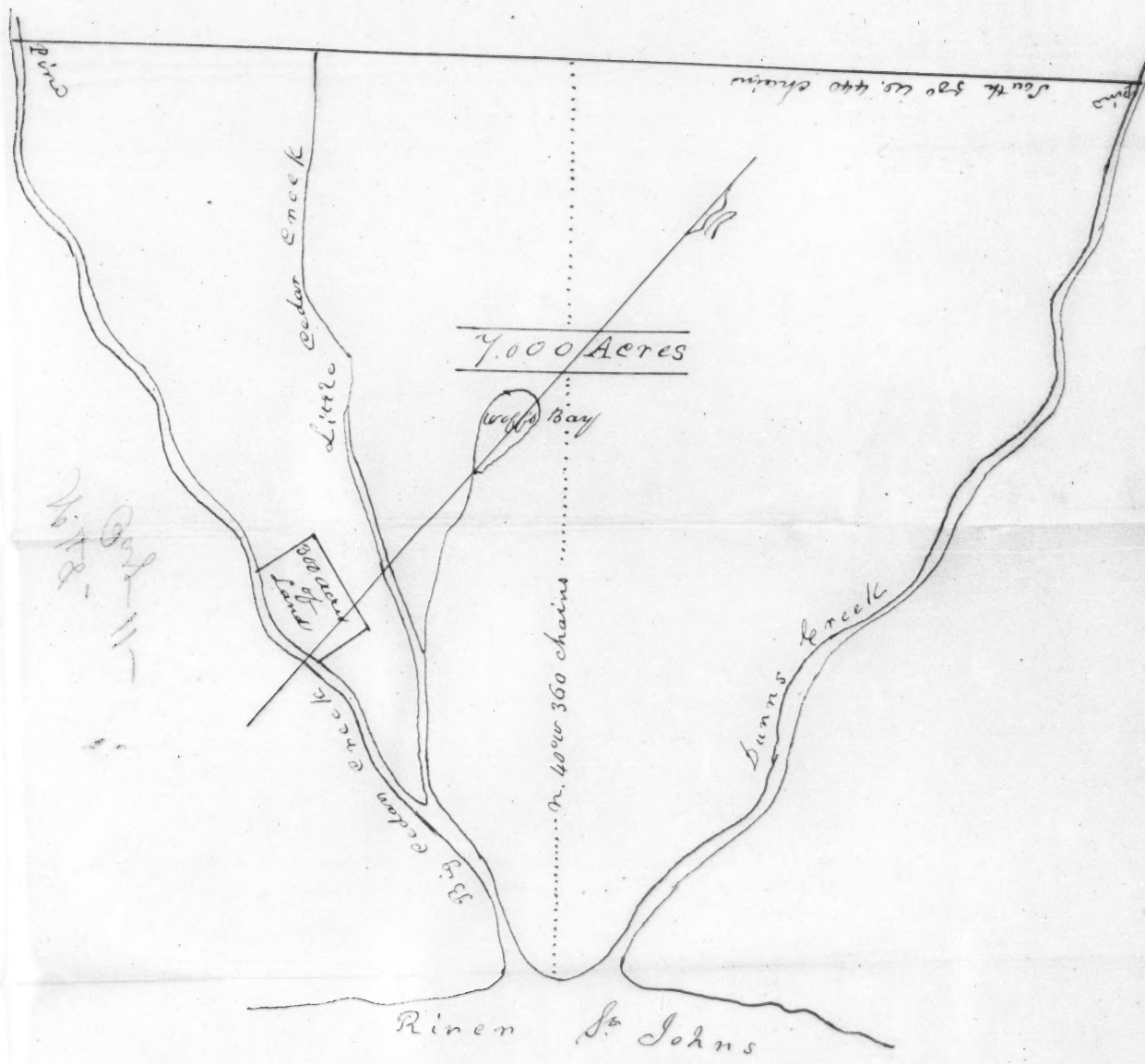
Scale - one inch equal to forty chains


(3)
Pine
Pine
Pine


2d Line East 400 chains
Pine Land
4.000 Acres
Hammock
Swamp
Pumps
Creek
Eighth Place
Pine
1st Line N 100 c
1st Line S 100 c



Scale. 1 inch to 40 chains.



Scale 1 inch to 60 chains. —

No 48
Page 13.

Swamp Beech

Ponds and Swamps of the Creeks

Cedar Point Woodcock Land

Pine Land

Pine Land

Pine Land

Hammock

Creek Bank

Pine

Pine

Pine

B

Executed by Wm S Riley a I n r Jan. 1838

Stocking

Tankersley

Post Office

Custom House

Pechan

The King's Bakery

Hotel

Church

Judge Hall's

Hargrave

Government Plans

Montrose

Tiddys

Burrows

CHARLOTTE St

No 1

No 2

No 3

No 4

No 5

No 6

No 7

No 8

No 9

MOBILE BAY

Wm Hamilton & Co's Wharf

The King's or Public Wharf

Montrose Wharf

Scale of French feet.

0 200 300 400 500

Signed Thomas Freeman Surveyor U.S. Lands South of Tennessee. For the Treasury Department

I certify that the foregoing is an exact transcript of a certified copy in the Map in the General Land Office — Joel T. Case. City Engineer
Mobile Jany 15th 1838.

LAND
HALLIDAY
PROPERTY
BOUNDARY

Pine

Hickory

Mixt Land

Hickory

Hickory

Pine

Red Oak

Hickory

Hammock

Creek

Hickory

Pine

Creek

150 Acres

Black Gum

Hammock

Mixt Land

Hickory

Stake

Stake

Hickory

Pine